

**REQUEST FOR PROPOSALS
TO PROVIDE, OPERATE, MANAGE, AND MAINTAIN A TOLL COLLECTION SYSTEM AND
PROVIDE BACK OFFICE TOLL COLLECTION AND CUSTOMER SERVICE FOR**

THE LOUISVILLE-SOUTHERN INDIANA OHIO RIVER BRIDGES PROJECT

**THROUGH A
TOLL SERVICES AGREEMENT**

**VOLUME I
INSTRUCTIONS TO PROPOSERS**

**A PROJECT OF THE
INDIANA FINANCE AUTHORITY**

ISSUED DECEMBER 8, 2014

**Indiana Finance Authority
One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204**

CERTAIN KEY DATES

<u>EVENT</u>	<u>DATE</u>
Issue Request for Proposals	December 8, 2014
Proposers Submit Responsibility Information to IFA and the Joint Board	January 5, 2015 at noon eastern
Notification from IFA/Joint Board to Proposers re: Responsibility Information	January 13, 2015
Proposal Due Date (Responsible Proposers only)	February 10, 2015 at noon eastern
Anticipated Notification of Preferred Proposer	February 25, 2015
Completion of Negotiations	March 11, 2015
Execution of Agreement and Other Execution Documents by Preferred Proposer	March 12, 2015
Execution of Contract Documents by Joint Board	May 1, 2015

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EXHIBITS

Exhibit A	Definitions and Acronyms
Exhibit B	Technical Proposal Instructions
Exhibit C	Price Proposal Instructions
Exhibit D	Required Forms
Exhibit E	Site Plan
Exhibit F	Summary and Order of Proposal Contents
Exhibit G	Responsibility Information

FORMS

Form A	Proposal Letter
Form B-1	Identification of Proposer and Equity Members
Form B-2	Information About Proposer Organization
Form B-3	Information About Major Subcontractors
Form C	Responsible Proposer, Equity Member, Major Subcontractor and Financially Responsible Party Questionnaire
Form D	Non-Collusion Affidavit
Form E	Buy America Certification
Form F	Conflict of Interest Disclosure Statement
Form G	Price Forms
Form H	Equal Employment Opportunity Certification
Form I	Use of Contract Funds for Lobbying Certificate
Form J	Debarment and Suspension Certification
Form K	Technical Response Form
Form L	Guarantor Commitment Letter
Form M	RFP Comment Form
Form N	Required Affidavit for Bidders, Offerors and Contractors
Form O	Project Description Form

INSTRUCTIONS TO PROPOSERS

(Request for Proposals: The Project)

SECTION 1.0 INTRODUCTION AND GENERAL PROVISIONS

1.1 Introduction

This Request for Proposals (“RFP”) is issued by the Indiana Finance Authority (“IFA”), a body corporate and politic, not a state agency but an independent instrumentality exercising essential public functions, in cooperation with the States’ Parties and on behalf of the Joint Board, each defined below, to seek competitive proposals (individually, a “Proposal” and collectively, “Proposals”) to provide, operate, manage and maintain an all electronic open road toll collection system, and provide back office toll collection and customer service, for the three (3) bridges comprising the Ohio River Bridges Project defined herein (the “Project”).

The State of Indiana ("State") and the Commonwealth of Kentucky ("Commonwealth"), acting through IFA and the Indiana Department of Transportation ("INDOT", together with IFA, the "Indiana Parties"), and the Kentucky Transportation Cabinet ("KYTC") and the Kentucky Public Transportation Infrastructure Authority ("KPTIA", and together with KYTC, the "Kentucky Parties") have joined together to improve cross-river mobility in the Louisville-Southern Indiana region through the Ohio River Bridges Project, and have created the Joint Board, defined below, to act on their behalf to implement the Project, by acting through one or more of the States' Parties.

This RFP is issued on behalf of the Joint Board (“Joint Board”) established under the Interlocal Cooperation Agreement for the Design, Procurement, Construction, Financing, Tolling, Operation and Maintenance for the Louisville-Southern Indiana Ohio River Bridges Project (as amended from time to time, the “Interlocal”) and the Bi-State Development Agreement (“Development Agreement”) among KYTC, KPTIA, IFA and INDOT (collectively, the “States’ Parties”), which, through Joint Board Resolution JB-2014-6, inter alia, has authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States’ Parties.

The form of the proposed Toll Services Agreement (“Agreement”), with the other Contract Documents is included in Volume III of the RFP. The Proposal must meet all Agreement requirements, including those detailed in the Technical Requirements. The form of Agreement is subject to change at the Joint Board’s discretion based on final negotiations with the Toll System Provider in accordance with Section 4.10 of the ITP.

Proposers must comply with these Instructions to Proposers (“ITP”) during the procurement and in their respective Proposals. Proposals shall also take the Project goals identified in Section 1.3 below into consideration.

1.2 Definitions and Acronyms

Refer to Exhibit A hereto for the meaning of various capitalized terms and acronyms used but not defined herein, and refer to Exhibit A to the Agreement for the meaning of capitalized terms and acronyms used but not defined herein or in said Exhibit A.

1.3 Joint Board Goals

The Joint Board's goals for the Project include (in no particular order of importance):

(A) Utilization of an existing turnkey mature all electronic, open road toll collection system and operations model currently in operation in another location;

(B) Efficient and timely installation and integration of the roadside equipment coordinated with the DB Contractor, Developer and ETC Contractor;

(C) Efficient and customer oriented operations, violations and collections systems, and long term ongoing operations and maintenance of the procured system, equipment, operations center; and

(D) Efficient revenue collection operations with traceability and accountability of transactions from the roadside lane equipment through each component of the electronic toll collection system ("TCS") to reporting to the financial system and throughout the life cycle of a tolling transaction, and coordination with the Custodian and the Revenue Control Manager.

Although it is the Joint Board's goal to minimize development work by using an existing turnkey mature all electronic, open road toll collection system and operations model currently in operation in another location, Proposers are responsible for meeting all of the Technical Requirements, and any development work or modifications to the Proposer's existing toll collection system and operations model are included in the fixed Contract Price.

1.4 Procuring Agency and Stakeholders

IFA will be the procuring agency for the Project. IFA will work closely with the Joint Board and the other States' Parties. IFA's primary mission is to oversee State-related debt issuance and provide efficient, effective financing solutions to facilitate state, local government and business investments in the State.

INDOT is the entity responsible for planning and development of the transportation system in the State and for working cooperatively with neighboring states, such as the Commonwealth, on cross-border projects such as the Project and the Ohio River Bridges Project. KYTC is the entity responsible for planning and development of the transportation system in the Commonwealth and for working cooperatively with neighboring states, such as the State, on cross-border projects such as the Project and the Ohio River Bridges Project. KPTIA is an independent de jure municipal corporation and political subdivision of Kentucky and has authority to participate in the construction, operation, financing and oversight of significant transportation projects connecting Kentucky and Indiana, and to review, approve and monitor all such projects, and to assist with the operation, financing and management thereof.

Under the Interlocal, the States' Parties have chosen to act cooperatively to implement the development of the Project through the Joint Board. The Joint Board has, through Joint Board Resolution JB-2014-6, inter alia, authorized IFA to undertake this procurement on behalf of the Joint Board and in cooperation with the other States' Parties.

References to the Joint Board in this procurement shall have the meaning appropriate to the context, including the PEC, the members of the Joint Board, representatives of the Joint Board, or the official body known as the Joint Board in certain cases.

INDOT, KPTIA and KYTC will work closely with IFA to assist with the procurement of the Project and oversee the work of the Toll System Provider in connection with the Project, including the provision, operation, and maintenance and management of the toll collection system, and the provision of back office toll collection and customer service for, the Ohio River Bridges Project. The procurement roles of these entities include development of the Technical Requirements and participating equally in the evaluation of the Proposals.

1.5 General Description of and Scope of Toll System Provider's Obligations for the Project

1.5.1 Overview

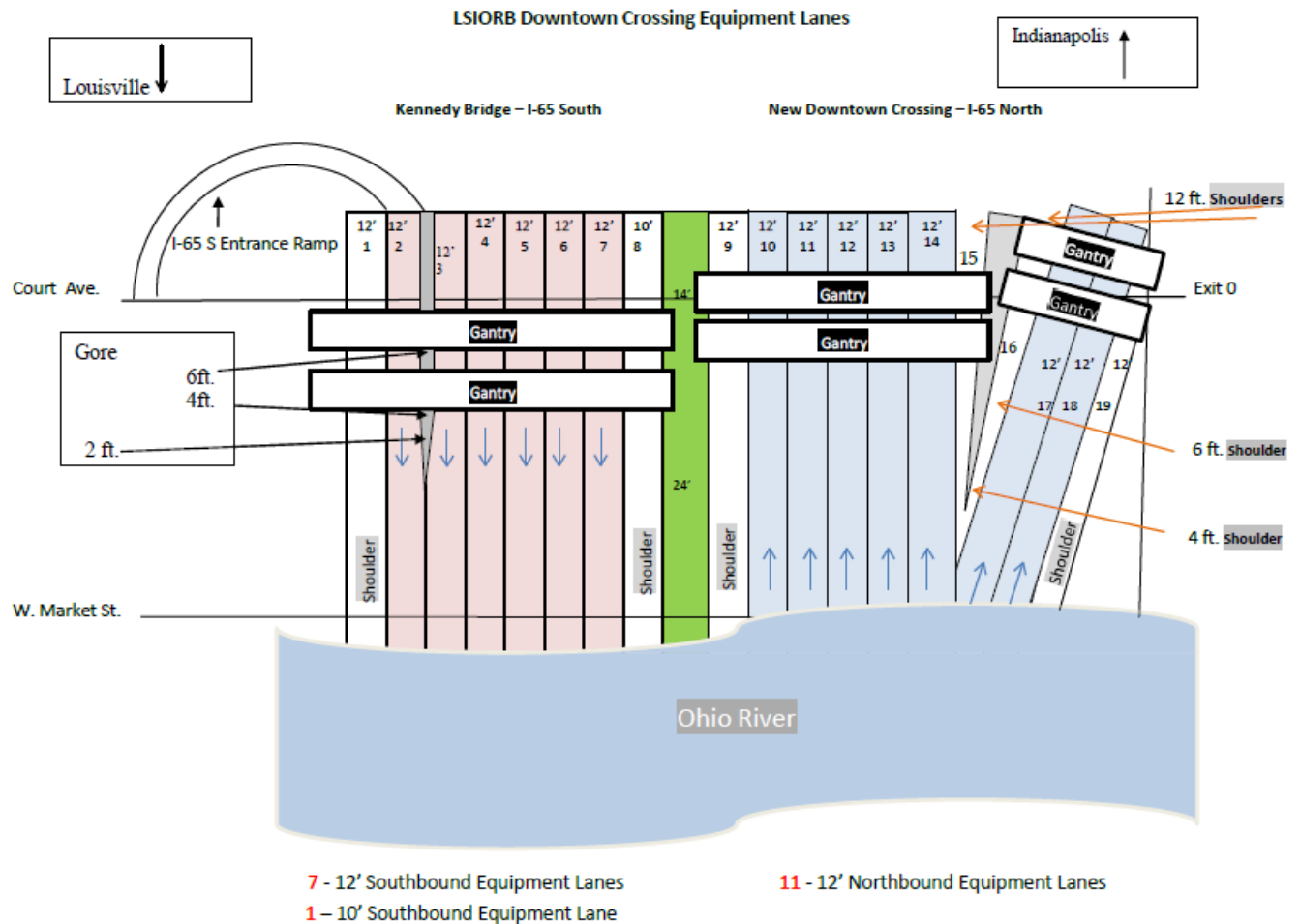
The Project consists of providing an operational all electronic open road tolling and revenue collection system including the roadside lane equipment, the back office system, the customer service centers, the retail-walk-up centers, the violation processing system and center, and the operation and maintenance of all tolling related equipment and systems for the Louisville-Southern Indiana Ohio River Bridges Project ("Ohio River Bridges Project").

The Ohio River Bridges Project is comprised of three (3) bridges: (a) the New Downtown Bridge; (b) the East End Bridge; and (c) the existing Kennedy Bridge. The New Downtown Bridge and reconstruction of the Kennedy Bridge are being designed and constructed pursuant to a design-build contract between KYTC and a design-build contractor ("DB Contractor"). (The New Downtown Bridge and the Kennedy Bridge are collectively referred to as the "Downtown Bridges".) The East End Bridge is being developed, designed and constructed, and will be operated and maintained pursuant to a public-private agreement between IFA and a developer ("Developer"). The New Downtown Bridge and the East End Bridge are new greenfield bridge construction projects and the Kennedy Bridge construction project consists of redecking the existing structure and reconfiguring traffic lanes into carrying only the southbound lanes of traffic.

Traffic Configuration & Tolling Commencement Date

A Downtown Bridges Temporary Traffic Configuration may be necessary before the Downtown Bridges Final Traffic Configuration for the Downtown Bridges is achieved. It is currently anticipated that the East End Bridge will be substantially complete and open to traffic on or about October 31, 2016, at which time tolling will occur at both this location and the Downtown Bridges location. It is currently anticipated that the New Downtown Bridge will be open to traffic in April 2016, and that the Kennedy Bridge will be undergoing rehabilitation at the time that commencement of tolling is anticipated. This may require bi-directional Equipment Lanes

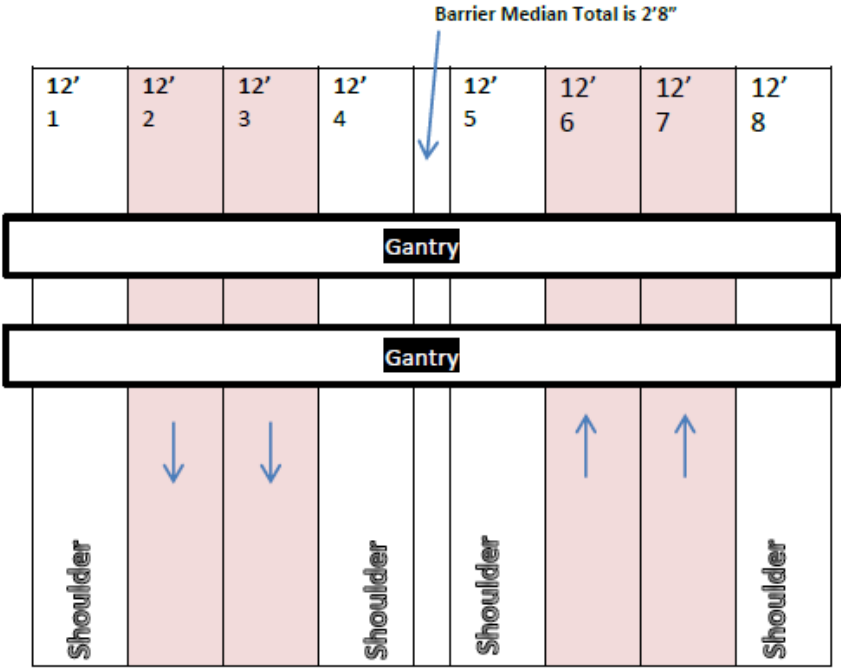
for lanes 9 through 15 as identified in the below diagram, with an expected Tolling Readiness to begin on or about October 31, 2016 for such configuration. Assuming that the Temporary Traffic Configuration is implemented, after the substantial completion of the Kennedy Bridge, the Toll System Provider shall convert the Downtown Bridges Temporary Traffic Configuration to the Downtown Bridges Final Traffic Configuration, and all equipment used on the additional Equipment Lanes necessary for the Downtown Bridges Temporary Traffic Configuration that may be removed and remain usable shall be placed into the Spare Parts inventory for the Project.



This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

LSIORB East End Crossing Equipment Lanes

Indiana



Kentucky

I-265 South



4- 12' northbound equipment lanes

4 - 12' southbound equipment lanes

This is a conceptual drawing only to identify the number of equipment lanes and is not to scale, and dimensions are approximations only.

The specific maintenance of traffic sequencing and lane geometrics are still under review by the States. The Price Sheets that Proposers are required to complete to submit their Price Proposal require Proposers to provide a unit price for the capital cost of 34 Equipment Lanes, and a unit price for the roadside maintenance of 34 Equipment Lanes. 19 Equipment Lanes are required to be installed for the Downtown Bridges Final Traffic Configuration, 7 Equipment Lanes are allocated for installation of toll equipment for the Downtown Bridges Temporary Traffic Configuration as described above, and the remaining 8 Equipment Lanes are required for the East End Crossing. The Joint Board may or may not implement some or all of the 7 Equipment Lanes allocated for the Downtown Bridges Temporary Traffic Configuration. Proposers shall include in their Proposals all work associated with the installation, configuration and tuning of the bi-directional Downtown Bridges Temporary Traffic Configuration Equipment Lanes on the same gantry as the Equipment Lanes for the Downtown Bridges Final Traffic Configuration. All costs associated with the Downtown Bridges Temporary Traffic Configuration shall be included in the Proposers' Cost Proposals except for costs associated with maintenance of traffic. The Agreement includes provisions addressing the manner in which the Contract Price will be adjusted if the Downtown Bridges Temporary Traffic Configuration is not implemented. The Joint Board will use the maintenance of traffic Pass-Through Cost Item unit prices established in the Contract to determine the Toll System Provider's compensation for setup and removal of maintenance of traffic efforts associated with this transition. The dates listed above are derived from the current construction schedules as estimated at the time this RFP is issued. Actual completion dates will vary based on the progress of construction in the field and are subject to change. Once under contract, it will be the responsibility of the Toll Systems Provider to engage with the both the DB Contractor and the Developer to monitor current schedules to better determine when field mobilization is needed under this contract.

Final Tolling Configuration

The Project toll system for the Ohio River Bridges Project will consist of four (4) mainline and two (2) ramp Toll Zones.

In its final configuration, the Project will operate a total of 27 Equipment Lanes:

The East End Bridge will have two (2) mainline sets of Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders in each north and southbound directions located on the Kentucky side of the Ohio River.

The Downtown Bridges in final configuration will consist of the following:

- The Kennedy Bridge, carrying southbound traffic, will have one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes and one (1) shoulder and one (1) ramp toll zone spanning one (1) travel lane and one (1) shoulder; and
- The New Downtown Bridge, carrying northbound traffic, will have one (1) mainline set of Toll Zone gantries spanning five (5) travel lanes and two (2) shoulders and one (1) set

of ramp Toll Zone gantries spanning two (2) travel lanes and two (2) shoulders. Toll Zone gantries for the Kennedy Bridge and the New Downtown Bridge are located on the Indiana side of the Ohio River.

1.5.2 Project Coordination

The Toll System Provider shall coordinate with the Developer and the DB Contractor and the equipment contractor(s) providing the reader and antennae equipment (individually and collectively, the “ETC Contractor”), each of which has been procured through separate procurement processes, in order to deliver the Project. The Toll System Provider shall be responsible for: system integration and oversight including confirming final design requirements, providing input on site specific details; review of tolling infrastructure design plans, schedule coordination for installation of all tolling infrastructure; toll related ITS and communications system components; roadway classification equipment and its testing and installation; testing of the tolling components and system; site inspections for the tolling infrastructure turnover; all back office operations including software, hardware, disaster recovery, and staffing; all customer service centers and their operations hardware and software; full service customer service website; contracting and coordinating with retail sites for customer services; walk-up centers and their staffing and operations, hardware and software; and TOC staffing and operations, hardware and software, as well as input into the network design and confirming network communications requirements for the tolling system.

Testing for the Project will encompass all required toll system component testing, as set forth in the Technical Requirements and Contract Documents through “end to end” testing which will include the full team of States Parties and other contractors procured by the States’ Parties and is the last step before tolling may commence.

DB Contractor and Developer have developed detailed schedules, which are included in the Reference Information Documents, for the Toll System Provider to coordinate tolling system roadside activities. With respect to the East End Bridge, upon Tolling Infrastructure Turnover (as defined in the public-private agreement between IFA and the Developer), the Toll System Provider will have a period of 120 days to install, test (component through end to end), and integrate all the required roadside equipment in order that the roadside equipment is ready for tolling and the other applicable milestones that will be set forth in the Agreement are achieved. With respect to the Downtown Bridges, the Toll System Provider shall coordinate its schedule and activities with the DB Contractor in order meet the milestones for roadside equipment that will be set forth in the Agreement.

The Toll System Provider shall provide an AET system. The system shall use multiprotocol ETC readers, which shall process both home agency and interoperable transactions, video transactions, assign rates to Traffic Transactions, process images, and interface with an interoperable agency with a BOS. The Toll System Provider shall also provide system maintenance for the TCS and the fiber communication networks. Toll System Provider shall provide staffing and support service for the entire TCS, including CSC support operations, toll operations of the roadway, violations processing, and Software and Hardware support for each of the operations and the roadside equipment functions, along with management of maintenance and support operations.

The multiprotocol readers will read the following transponders and protocols in an open road tolling environment:

1. The 18000-6C protocol; and
2. The E-ZPass IAG tag protocol.

The multi-protocol readers including antenna and cabling, and transponders have been procured separately through the ETC Contractor, and Toll System Provider shall integrate the equipment purchased from the ETC Contractor. The equipment that was purchased by the Joint Board from the ETC Contractor is listed in Exhibit L to the Agreement.

The completed Traffic Transactions, including both AVI and image based, will be sent to a BOS for posting and violation processing that is to be provided by Toll System Provider. There will be a requirement for reconciliation and reporting of all Traffic Transactions for each tolling point and an accounting for all Traffic Transactions posted to the BOS. In addition, there will be reconciliation and reporting requirements related to all Traffic Transactions sent to and processed by the BOS supplied by Toll System Provider. The Joint Board requires complete visibility into all aspects of the Traffic Transaction processing through the life cycle of each Traffic Transaction to each possible Traffic Transaction “end” state. The Toll System Provider is required to work closely with a Revenue Control Manager that will be separately procured by KYTC on behalf of the Joint Board, and will coordinate with the Custodian in achieving this requirement.

Toll System Provider will be responsible for the TOC and its day-to-day activities of operating the tolling aspects of the Ohio River Bridges Project. Toll System Provider shall staff the TOC, providing the necessary equipment to monitor the roadway at all hours, providing update and status of equipment on the roadway, working successfully with the Joint Board and States’ Parties through incident management on the Ohio River Bridges Project and providing any and all support necessary to keep the tolling aspects of the Ohio River Bridges Project open and available for traffic and revenue collection at all times.

The scope of the Toll System Provider’s Work for providing the roadside tolling related components consists of the below major categories:

1. Roadside Electronic Toll Collection System. Includes all equipment necessary for the TCS to meet the Technical Requirements, such as the following: multi-protocol readers and antennas (to be provided by the ETC Contractor), in-pavement loops, zone controllers, violation enforcement cameras, toll lane vehicle detection equipment, roadside cabinets, communications from cabinet to controller, power from cabinet to devices, power back-up systems, mounts, brackets, and other incidental items to complete the installation, testing, and integration services. Toll Zone gantries and equipment pads will be installed by the DB Contractor (on the Downtown Bridges) and the Developer (on the East End Crossing). Equipment will be installed by the Toll System Provider. Integration of equipment into the TCS will be the responsibility of the Toll System Provider working collaboratively and in coordination with the ETC Contractor.

2. Toll-Related ITS. The Toll System Provider will be required to install CMS equipment for the ITS related to the TCS to successfully monitor and operate the Ohio River Bridges Project from the TOC. The DB Contractor and Developer will provide roadway ITS equipment and systems for usual and customary roadway maintenance and traffic management. The Toll System Provider will be required to coordinate this work with the DB Contractor and Developer. The toll-related ITS includes the following: toll-related ITS cameras, integration of toll rate CMS, and coordination of the installation of the TCS ITS with the DB Contractor, Developer, TRIMARC, KYTC TMC and INDOT TMC.

3. Communications. As envisioned, communication requirements include the following: LAN (between the toll gantry and toll equipment pad) and WAN (between toll equipment pad and TCS back office) design review, input into design, installation, testing, and integration to support the tolling infrastructure. The installation of fiber optic cabling for the LAN and logical layer(s) is the responsibility of the Toll System Provider. The physical layer (duct bank, conduit, fiber, patch panel) will be furnished and installed by the DB Contractor and Developer. The WAN shall be Toll System Provider's responsibility. Maintenance includes providing system maintenance for both the TCS and the fiber communication network, including maintenance of cabinets, patch panels, insect and rodent control of cabinets and communication equipment, maintenance of power supplies and generators, etc. A preliminary conceptual architecture is included in the Technical Requirements.

4. Toll Operations Center: The Toll System Provider shall also be responsible for providing the appropriate TOC to monitor the equipment, toll rate signs, effective toll rates, traffic conditions and TCS-related ITS devices, and operate the toll collection and roadway system on a day-to-day basis. A CCTV camera is required for each CMS. The toll rate sign cameras will be fully integrated, monitored and controlled in the TOC. The Toll System Provider will have primary control of all tolling components and toll related ITS components (toll rates signs, CMS, traffic cameras, etc.) to support TCS operations and will provide staffing for the operations of this center.

5. Back Office System and Customer Service Center: The roadside toll collection system will capture and process individual tolling point transactions by a vehicle and assign a calculated toll for revenue due. This Traffic Transaction along with the associated toll will be transmitted to an "off the shelf" based BOS for posting to a customer's account, processing post-paid transactions and/or for collections and, ultimately, violation processing. The RFP will contain a diagrammatic depiction of the conceptual flow to be developed into an ICD for the transaction flow between the roadside toll collection system and the financial system provided by the revenue control management and the custodian. The revenue control manager, who will procure a financial system, and the custodian will be procured by the Joint Board under separate procurement processes. The ICD for the roadside toll collection system equipment to the "off the shelf" back office will be the responsibility of the Toll System Provider. Additionally, once the Traffic Transaction has reached the BOS, all typical requirements of a standard back office operation should be included: transaction processing, account management, website for customer accounts, mobile device applications, IVR systems, image review (both manual and automated) hardware and software to support these operations, transponder fulfillment, mailing services, lockbox services and such other services described in the Technical Requirements. The Toll System Provider will provide staffing for this operation including

customer service representatives, image reviewers, staff for system and technology support, fulfillment staffing, lock box operation staffing, violation processing, administration, management and oversight of these operations. The CSC operations shall be staffed through existing customer service centers in other existing locations or at a customer service center to be opened in connection with the Project.

6. Customer Service Walk-Up Centers: Toll System Provider shall locate, lease and retrofit, and staff two (2) customer service centers. The leases shall be in the name of the Toll System Provider. One (1) walk-up customer service center must be located in Louisville, Kentucky and the other walk-up customer service center must be located in Jeffersonville, Indiana. These centers will serve as locations to establish customer accounts, pay violations, pay tolls, distribute transponders, and provide general information regarding the tolling operations of the Ohio River Bridges Project. The centers shall be staffed by local employees provided by Toll System Provider. These employees may be trained to support CSRs and image review but their primary responsibility will be to provide staffing for the customer center walk-up counters and interact with the public. Toll System Provider shall also staff a VPN to access the account management system.

7. Roadside Bi-Directional System: The roadside system shall operate the bi-directional flow of traffic of the facility and will be designed, furnished, and installed by Toll System Provider. The lanes of the Kennedy Bridge and the New Downtown Bridge are not intended to be bi-directional on a daily basis but only as a result of altering traffic configurations during construction or other repairs. The Toll System Provider shall be capable of reinstalling equipment necessary for bi-directional traffic in the event of future construction and rehabilitation or a Force Majeure Event. Toll System Provider will be responsible for coordinating its activities with the DB Contractor and the Developer, along with the Joint Board and the States' Parties.

8. Traffic Management Center Network Connectivity: The traffic management center network connectivity to the roadside system and toll operations system will be made to the INDOT TMC located in Indianapolis, Indiana and the Kentucky TMC operated by TRIMARC in Louisville, KY. The connection between the toll operations center and the two (2) state TMCs will be provided by Toll System Provider.

For more information about the Project, please visit: <http://kyinbridges.com/>. In addition, see Exhibit E for an overview of the site plan of the Ohio River Bridges Project and its planned sites for tolling points, as well as a straight line tolling diagram indicating tolling points.

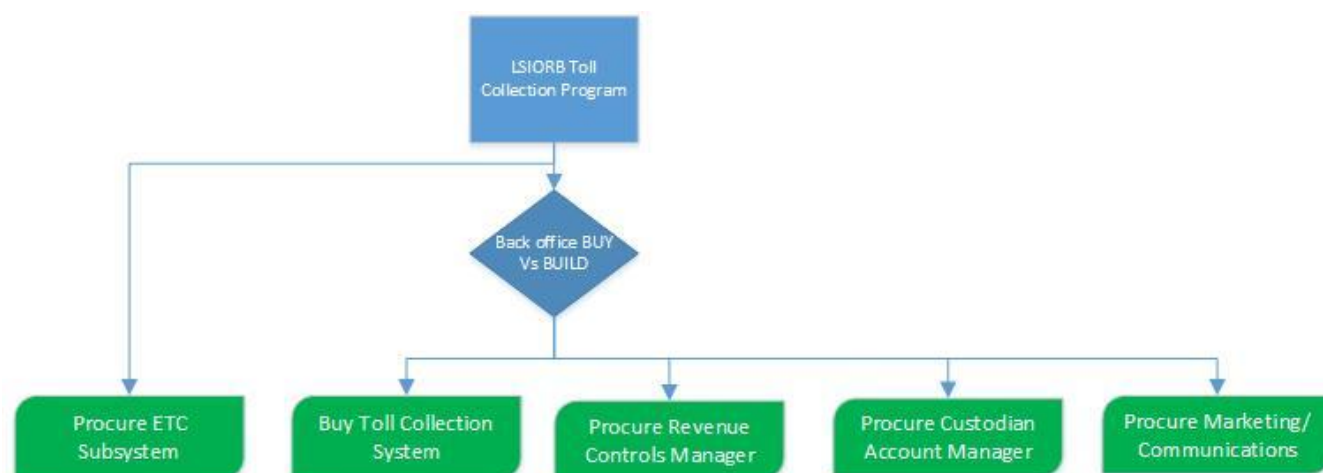
NOTE: The Joint Board is seeking an operational solution for the BOS. At this time, the Joint Board and the States' Parties have not completed their business rules for the tolling operation which offers an opportunity to "purchase" an existing back office operating system that is configurable to meet its needs. The Joint Board does not intend to "develop" a new back office solution from the ground up, but, rather, intends to utilize an existing system that is in current operation. The Joint Board and the States' Parties intend to be flexible in establishing their business rules to more easily conform to an existing system that is in use in connection with another tolling facility, within the limits of their individual statutory requirements. The Joint Board and the States' Parties intend to accommodate, modify, change, or implement their

business processes to conform to an existing system instead of their business processes driving the development of a new system.

However, it is important that each Proposer understand that the Proposer will need to demonstrate its TCS solution during the procurement process. It is up to the Proposer to determine the best methodology to demonstrate its TCS solution.

1.5.3 Coordination with Other Procurements

This procurement and Project is one of several major tolling-related procurements planned for the Ohio River Bridges Project. The other procurements are listed below. While this procurement will provide the major elements of the TCS, other procurements are required and equally important for the successful startup of toll operations on the Ohio River Bridges Project.



The table below lists the major procurements and brief scope of services for each. The table also indicates if a Responsible Proposer is or will be permitted to propose or bid on such other procurements.

ID	Title	Overview of major scope of services	Responsible Proposer can propose or bid
1	ETC Sub-system	<ul style="list-style-type: none"> E-ZPass Transponders. Local Transponders (6c). Lane Kit (readers+ antenna cables). Ancillary support services. 	Selection of ETC Contractor has been completed.
2	Roadside Back Office System (Toll System Provider)	<ul style="list-style-type: none"> This procurement Services described in this RFP. 	N/A

ID	Title	Overview of major scope of services	Responsible Proposer can propose or bid
3	Custodian	<ul style="list-style-type: none"> Professional services for revenue custody and disbursement. 	No
4	Revenue Control Manager with Commercial Accounting System	<ul style="list-style-type: none"> Financial services to oversee revenue assurance functions for Ohio River Bridges Project. May provide accounting system for financial reporting. Independent system for tracking flow of funds. General ledger system for tracking debts, credits reversals and adjustments to system. Financial reports. 	No
5	Audit Services	<ul style="list-style-type: none"> Provides annual independent audit of financial statements provided by Revenue Control manager. 	No
6	Marketing and Communications	<ul style="list-style-type: none"> Professional services to develop plan and implement marketing and communications to customers. Provide local marketing campaign for pre-operations account opening and Ohio River Bridges Project promotions. 	Selection of Marketing & Communications Vendor has been completed.

1.5.4 IFA and Joint Board Responsibilities

Subject to the terms of the Agreement, the Joint Board will:

(a) Maintain operational oversight to determine whether the Toll System Provider is in compliance with the stated performance expectations.

(b) Designate one or more project managers on behalf of the Joint Board to serve as its primary point of contact vis-à-vis the Toll System Provider with respect to the Project.

(c) Coordinate the cooperation of its technical staff, including consultants, to the extent reasonably required for the Toll System Provider to discharge its obligations under the Agreement.

(d) Provide access to the States' Parties' data systems and information to the extent reasonably required by the Toll System Provider to discharge its obligations under the Agreement.

(e) Provide contract administration with respect to the Joint Board's obligations under the Agreement.

(f) Perform periodic audits or field reviews as needed to monitor that the Toll System Provider is operating the program in accordance with applicable laws, rules, regulations and policies, as well as the terms of the Agreement.

(g) Perform oversight of billing and collection services and provide requested support for violation enforcement processes in both Indiana and Kentucky as needed.

1.6 Documents in the Request for Proposals

The RFP consists of the following volumes, and any other documents that may be issued by Addendum, as such documents may be amended and supplemented:

Volume I - this ITP (including exhibits and forms)

Volume II - the Contract Documents (including exhibits)

Volume III - the Reference Information Documents

Refer to Section 1.2 of the Contract for a list of the Contract Documents and their order of precedence.

The Reference Information Documents, which can be found at <https://app.e-builder.net/da2/Documents/Explorer.aspx?PortalID={e99826d3-39ed-4b6c-8b68-8beaaea21551}> (Proposers must e-mail the Authorized Representative and provide up to two names and emails in order to obtain access to the data site) (the "FTP Site"), are included in the RFP for the purpose of providing information to Proposers. Except as may be expressly provided otherwise in the Contract Documents, (a) the Reference Information Documents are not mandatory or binding on Proposer, Toll System Provider, the Joint Board or the States' Parties, and (b) Proposers are not entitled to rely on the Reference Information Documents or any opinions, suggestions, directions or recommendations therein as presenting design, engineering, construction, installation, integration, software, hardware, operating or maintenance solutions or other direction, means or methods for complying with the requirements of this procurement, the Contract Documents, Governmental Approvals or applicable Laws.

Except as may be expressly provided otherwise in the Contract Documents, neither IFA, nor the Joint Board, nor any States' Party, shall be responsible or liable in any respect for any causes of action, suits, judgments, claims, expenses, damages or losses whatsoever suffered by any Proposer by reason of (a) any use, in connection with participation in this procurement, of information, opinions or recommendations contained in the Reference Information Documents, or (b) any action or forbearance in reliance on the Reference Information Documents. Although the Reference Information Documents may include interpretations, extrapolations, analyses and recommendations concerning data, design solutions, technical issues and solutions and construction, integration and installation means and methods, such interpretations, extrapolations, analyses and recommendations are (i) preliminary in nature

and, in many cases, are obsolete; (ii) not intended to express the views or preferences of IFA, the Joint Board, any States' Party, or any other Governmental Entity or represent any statement of approval or acceptance thereof by IFA, the Joint Board, any States' Party, or any other Governmental Entity; and (iii) not intended to form the basis of a Proposer's design solutions, technical solutions or construction, integration, system and installation means and methods. Except as may be expressly provided otherwise in the Contract Documents, a Proposer shall use or not use the Reference Information Documents at its sole risk and remain solely responsible and liable for (x) all investigations and analyses relating to the Project, including those relating to software, hardware, gantries, system development, site conditions, geotechnical conditions, Utilities, structures and bridge design, (y) the preparation of its Proposal, and (z) any design, construction, installation, system and integration solutions, means, and methods that they select, in each case, without regard to anything contained in the Reference Information Documents.

Neither IFA nor the Joint Board, nor any States' Party, represents or warrants that the information, opinions and recommendations contained in the Reference Information Documents are complete or accurate or that such information, opinions and recommendations are in conformity with the requirements of the RFP, Governmental Approvals or applicable Laws. Proposers shall have no right to compensation, time extension or other claim in connection with participation in this procurement based on any incompleteness or inaccuracy in the Reference Information Documents, except as otherwise expressly provided in the Contract Documents.

Nothing contained in this Section 1.6 is intended to diminish or derogate from the rights of Toll System Provider for compensation or time relief in connection with Change Orders as provided in the Agreement.

1.7 Procurement Schedule, Address for Proposal Delivery and Signature Deadline

1.7.1 Procurement Schedule

The following represents the current schedule for the procurement.

<u>EVENT</u>	<u>DATE and TIME</u>
Issue Final RFP	December 8, 2014
Proposers Submit Responsibility Information to IFA and the Joint Board	January 5, 2015 at noon eastern
Notification from IFA/Joint Board to Proposers re: Responsibility Information	January 13, 2015
Last date for Proposer submittal of questions regarding the RFP, as described in <u>Section 2.3.1</u>	January 15, 2015 at noon eastern

<u>EVENT</u>	<u>DATE and TIME</u>
Last date to submit Key Personnel pursuant to <u>Section 2.9.4</u>	January 16, 2015 at noon eastern
Last date for IFA responses to Key Personnel submittal	January 27, 2015
Last date for IFA responses to timely submitted questions regarding the RFP (if necessary)	January 27, 2015
Last date to resubmit Key Personnel pursuant to <u>Section 2.9.4</u> for any disapproval	January 30, 2015 at noon eastern
Last date for IFA responses to resubmittal of Key Personnel	February 5, 2015
Proposal Due Date (Responsible Proposers only)	February 10, 2015 at noon eastern
Anticipated Notification of Preferred Proposer	February 25, 2015
Completion of Negotiations	March 11, 2015
Execution of Agreement and Other Execution Documents by Preferred Proposer	March 12, 2015
Award and Execution of Agreement and Other Execution Documents (unless extended pursuant to <u>Section 1.7.3</u>)	May 1, 2015

All dates set forth above and elsewhere in this RFP are subject to change, in the Joint Board's sole discretion, by Addendum.

1.7.2 Address for Delivery of Responsibility Information and Proposals

Responsibility Information and completed Proposals shall be submitted and delivered (in the case of Proposals, in sealed containers) no later than the respective dates and times specified in Section 1.7.1. The Proposals and Responsibility Information are to be delivered to IFA at the following address:

Indiana Finance Authority
c/o Parsons Transportation Group
100 Witherspoon Street
Suite 1227
Louisville, Kentucky 40202
Attention: Ms. Carrie Mackenzie

1.7.3 Deadline for Execution of Agreement and Other Execution Documents

If a Proposer is selected as the Preferred Proposer for negotiations or execution of the Agreement, then that Proposer shall be required to, on or before the date specified in Section 1.7.1 for Agreement execution, deliver to IFA executed copies of the Agreement and the documents required under Section 5.1.1.

The Joint Board may, in its sole discretion, extend the deadline for Agreement execution by written notice to the Preferred Proposer, but may not extend the date of commercial close beyond the 180 day Proposal validity period without mutual agreement by the Preferred Proposer.

1.8 General Provisions Regarding Proposals

1.8.1 Proposal Contents

As used in this procurement, the term "Proposal" means a Proposer's complete response to this RFP, including (a) a Technical Proposal, including properly completed Proposal forms, and (b) a Price Proposal, including properly completed Proposal forms (to be delivered directly to IFA).

Requirements for the Technical Proposal and the Price Proposal are set forth in Exhibits B and C, respectively, and a checklist showing the required contents and order of the entire Proposal is found in Exhibit F. The Proposal shall be organized in the order listed in Exhibit F, and shall be clearly indexed. Each Proposal component shall be clearly titled and shall be submitted without reservations, qualifications, conditions or assumptions set forth therein. Any failure to provide all the information and all completed forms in the format specified, or submittal of a Proposal subject to any reservations, qualifications, conditions or assumptions, may result in IFA's rejection of the Proposal or giving it a lower rating. All blank spaces in the Proposal forms must be filled in as appropriate. Except as expressly provided in the Proposal forms (e.g., requirements to fill the forms out, etc.), no substantive change shall be made in the Proposal forms by the Proposer and no additional information shall be provided in connection with the Proposal forms to explain the contents of what has been filled out by the Proposer. In addition, no additional information shall be submitted electronically beyond what is included in the hard copies of the Proposal.

1.8.2 Inclusion of Proposal in Contract Documents

Portions of the successful Proposer's Proposal will become part of the Contract Documents, as specified in the Agreement. All other information is for evaluation purposes only and will not become part of the Contract Documents.

1.8.3 Commitments in the Proposal

Each Proposal will be interpreted and evaluated based on the commitments provided by the Proposer. Tentative commitments will be given no consideration. For example, phrases such as "we may" or "we are considering" will be given no consideration in the evaluation process.

since they do not indicate a commitment (such as when phrases similar to “we will” or “we shall” are used).

1.8.4 Ownership of Proposal and Applicability of Public Records Act

All documents submitted by the Proposer in response to the RFP shall become the property of IFA and will not be returned to the Proposer.

All written and electronic correspondence, exhibits, photographs, reports, printed material, tapes, disks, designs, and other graphic and visual aids submitted to IFA during this procurement process, whether included in the Proposal or otherwise submitted, become the property of IFA upon delivery to IFA and will not be returned to the submitting parties.

Proposers shall familiarize themselves with the provisions of the Public Records Act. All materials submitted by Proposers, including the Proposals, shall be subject to the Public Records Act and any other Laws applicable to the disclosure of documents submitted under this RFP. For purposes of this section and the Public Records Act, the Responsibility Information shall be considered part of the Proposal. Specifically, Proposers are advised that, except for portions of the Proposals that fall under a specific exemption of the Public Records Act, Proposals will be made available to the public pursuant to a request submitted under the Public Records Act. In furtherance thereof, Proposers (other than the Preferred Proposer) will be required to submit a redacted copy of their respective Proposals to IFA no later than 15 days after execution of the Agreement by IFA or termination of the procurement without execution of the Agreement, with redactions limited to only those portions of the Proposal that IFA determines fall under a specific exemption of the Public Records Act (and such Proposers shall be required to submit, for IFA's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for IFA to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by any Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents to be disclosed in response to a request thereunder. Failure of a Proposer (other than the Preferred Proposer) to submit a redacted form of its Proposal, containing only those redactions consistent with IFA's determination as to the content that may be redacted, to IFA by 15 days after execution of the Agreement by IFA (or termination of the procurement without execution of the Agreement) shall constitute consent by such Proposer to, and a waiver of any right to contest, disclosure by the Joint Board, IFA or any States' Party of such Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between a Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between a Proposer and IFA exercising its sole discretion rights pursuant to this ITP), this Section 1.8.4 shall not constitute a waiver of the Proposer's rights under the Public Records Act.

In no event shall the Joint Board, IFA or any other States' Party or any of their respective agents, representatives, consultants, directors, officers or employees be liable to a Proposer or any Proposer team member for the disclosure of any materials or information submitted in response to this RFP.

Submission of a Proposal constitutes the Proposer's agreement to the provisions of this Section 1.8.4. See also Section 2.5. The obligations of the Preferred Proposer relating to redacted copies of its Proposal are set forth in Section 4.11.1(c).

1.9 Federal Requirements and Funding

Proposers are advised that the RFP has been drafted on the basis that the Project will be partially funded with federal-aid funds. Accordingly, the procurement documents and Contract Documents conform to requirements of applicable federal law and FHWA regulations, including those set forth in Exhibit F to the Agreement and Buy America requirements, Title VI of the Civil Rights Act of 1964, as amended, regarding Equal Employment Opportunity (EEO) and Title 49 Code of Federal Regulations (CFR) Part 26, as amended, regarding Disadvantaged Business Enterprises (DBEs). It is the intent of IFA and the Joint Board that the RFP Documents, and the procurement itself, afford all Proposers nondiscriminatory bidding procedures regardless of national, state or local boundaries and without regard to race, color, religion, sex, national origin, age, or handicap. The Joint Board views State and Commonwealth laws, specifications, regulations and policies that are relevant to this procurement and the Project as not contrary to applicable federal law and FHWA regulations, but, in the abundance of caution, if the Joint Board determines that any provisions of State or Commonwealth laws, specifications, regulations, or policies operate in any manner contrary to any federal requirements, including those mentioned specifically in the second sentence of this Section 1.9, so as to prevent submission of a Proposal, or prohibit consideration of a responsive Proposal submitted by any responsible Proposer, such provisions shall not be applicable to the Project. In light of the foregoing, IFA and the Joint Board reserve the right, in their respective sole discretion, to modify the procurement process described herein to address any concerns, conditions or requirements of FHWA. Proposers will be notified of any such modifications as provided in Section 2.3.2.

1.9.1 EEOC; DBE Requirements

The IFA and the other States' Parties are Equal Employment Opportunity employers.

The Joint Board has determined that the DBE requirements apply to design and construction of the Ohio River Bridges Project, and has adopted a DBE program to provide DBEs opportunities to participate in the business activities of the Joint Board as service providers, vendors, contractors, subcontractors, advisors, and consultants. The Joint Board has adopted the definition of DBEs set forth in 49 CFR § 26.5. DBE compliance obligations for the Ohio River Bridges Project shall be governed by all applicable federal DBE regulations, including Title 49 CFR Part 26, as well as applicable requirements set forth in the Contract Documents and INDOT's "DBE Program Manual."

The Joint Board has determined that there is a 0% DBE Goal for the Project. Nonetheless, creative efforts to expand inclusion of other disadvantaged, minority- and women-owned firms and workers shall be encouraged.

1.10 Insurance Requirements

Proposers are cautioned to carefully review the minimum insurance requirements set forth in the Agreement and shall take these minimum requirements into account in developing their respective Proposals.

1.11 Qualification To Do Business

On or before the date of execution of the Agreement and the Other Execution Documents by IFA and continuing through the end of the Maintenance Term, Toll System Provider must be qualified to transact business in the State and the Commonwealth.

SECTION 2.0 PROCUREMENT PROCESS

2.1 Procurement Method

This RFP is issued pursuant to Indiana Code 8-15.5 et seq., as amended, and other applicable provisions of Indiana and federal Law. The Joint Board will award the Agreement (if at all) to the responsive Proposer offering a Proposal meeting the standards set by the Joint Board and which is determined by the Joint Board, through evaluation based upon the criteria set forth in the applicable Law and this RFP, to provide the best value to the Joint Board and to be in the best interest of the State and the Commonwealth.

The Joint Board will accept Proposals for the Project only from Responsible Proposers.

The Joint Board will not review or consider multiple or alternative proposals.

2.2 Receipt of the Request for Proposal Documents, Communications and Other Information

The RFP will be issued and made available to Proposers in electronic format on the secure file transfer site for the Project, located at the Website.

2.2.1 Authorized Representative

The Joint Board has designated the following individual to be its authorized representative for the procurement (the “Authorized Representative”):

One North Capitol Avenue, Suite 900
Indianapolis, Indiana 46204
Attention: Silvia Perez
Telephone: (317) 234-7701
Fax: (317) 232-6786
Email: sperez@ifa.in.gov

From time to time during the procurement process or during the term of the Agreement, IFA may designate another Authorized Representative or Representatives to carry out some or all of the Joint Board’s obligations pertaining to the Project.

2.2.2 Identification of Proposer Authorized Representative

A Proposer shall identify in its Proposal a Proposer Authorized Representative. If a Proposer changes its Proposer Authorized Representative to receive documents, communications or notices in connection with this procurement subsequent to its submission of its Proposal, the Proposer shall provide the Joint Board’s Authorized Representative with the name and address of such new Proposer Authorized Representative. Failure to identify a Proposer Authorized Representative in writing may result in the Proposer failing to receive important communications from IFA or the Joint Board. Neither IFA nor the Joint Board is responsible for any such failure.

2.2.3 Rules of Contact

From and after the date of issuance of this RFP and ending on the earliest of (i) the execution and delivery of the Agreement, (ii) rejection of all Proposals by the Joint Board or (iii) cancellation of the RFP, the following rules of contact shall apply. These rules are designed to promote a fair and unbiased procurement process. Contact includes face-to-face, telephone, facsimile, electronic-mail (e-mail), other electronic means or formal written communication.

The specific rules of contact are as follows:

(a) No Proposer nor any of its team members may communicate with another Proposer or its team members through its employees, agents or representatives with regard to the RFP or either team's Proposal, except that (i) subcontractors that are shared between two or more Proposer teams may communicate with their respective team members so long as those Proposers establish a protocol to ensure that the subcontractor will not act as a conduit of information between the teams and (ii) this prohibition does not apply to public discussions regarding the RFP at any IFA sponsored informational meetings.

(b) Each Proposer shall designate one representative responsible for contacts with IFA and the Joint Board, and shall correspond with IFA and the Joint Board regarding the RFP only through the Joint Board's Authorized Representative and the Proposer Authorized Representative.

(c) No Proposer or representative thereof, nor any of its team members or representatives thereof, through either of their respective employees, agents or representatives shall have any *ex parte* communications regarding the RFP or the procurement described herein with any member of the Joint Board, or any States' Party, or with any IFA, Joint Board, or any States' Party's board, staff, advisors, contractors, counsel or consultants involved with the procurement, except for communications expressly permitted by the RFP or except as approved in advance by the Authorized Representative or the Public Finance Director, in her sole discretion. The foregoing restriction shall not, however, preclude or restrict communications with regard to matters unrelated to the RFP or participation in public meetings of the Board or any public or Proposer workshop related to the RFP. Any Proposer engaging in such prohibited communications may be disqualified at the sole discretion of the Joint Board.

(d) Proposers and their team members shall not directly contact the following identified stakeholders (the "Stakeholders") regarding the Project, including employees, representatives and members of the entities listed below, it being the intent of the Joint Board that IFA provide any necessary coordination during the RFP stage with such entities in order that, among other things, the procurement be implemented in a fair, competitive and transparent manner and with uniform information:

- FHWA;
- Developer;
- DB Contractor;
- Environmental, regulatory and permitting agencies; and
- Utilities (other than communication/network service providers).

Information requests concerning these entities should be sent to the Joint Board's Authorized Representative, who, in the sole discretion of IFA, on behalf of the Joint Board, may arrange for a general meeting between one or more of these entities and the Proposers. Such meetings will be open to all Proposers and will not include discussion of any confidential matters. Following any such general meeting, IFA, on behalf of the Joint Board, may allow individual meetings between a Proposer and such entity(ies); provided; however; that such Proposer notifies IFA in writing of any planned meeting in advance and sends IFA an agenda for such meeting. In such event, IFA and the Joint Board reserve the right, in their sole discretion, but without obligation, to send a representative to such meeting.

(e) Any communications determined by the Joint Board, in its sole discretion, to be improper may result in disqualification. "Improper" as used herein means detrimental or prejudicial to the integrity of the procurement.

(f) Any official information regarding the Project will be in writing, on IFA letterhead, and signed by the Joint Board's Authorized Representative or designee.

(g) None of IFA, the States Parties or the Joint Board will be responsible for any oral exchange or any other information or exchange that occurs outside the official process specified in this Section 2.2.3.

The Proposer shall note that no correspondence or information from IFA or the Joint Board or anyone representing IFA or the Joint Board regarding the RFP or the procurement process in general shall have any effect unless it is in compliance with Section 2.2.3(f).

2.2.4 Language Requirement

All correspondence regarding the RFP, Proposal, and Agreement are to be in the English language. Except as may be otherwise expressly permitted in these RFP Documents, if any original documents required for the Proposal are in any other language, the Proposer shall provide an English translation certified by the Proposer, which shall take precedence in the event of conflict with the original language.

2.3 Questions and Responses Regarding the RFP and Addenda

2.3.1 Questions and Responses Regarding the RFP

Proposers shall be responsible for reviewing the RFP and any Addenda issued by IFA prior to the Proposal Due Date, and for requesting written clarification or interpretation of any perceived discrepancy, deficiency, ambiguity, error or omission contained therein, or of any provision which the Proposer fails to understand. Failure of the Proposer to request such clarification(s) or interpretations and to so examine and inform itself shall be at its sole risk, and no relief for perceived discrepancy, deficiency, ambiguity, error or omission contained therein will be provided by the Joint Board. Proposers shall submit requests for written clarification in accordance with this Section 2.3.1. IFA, on behalf of the Joint Board, reserves the right not to respond to any such clarification requests received after the last date for Proposer submittal of questions regarding the RFP, as set forth in Section 1.7.1. To the extent responses are provided, they will not be considered part of the Contract Documents, nor will they be relevant in interpreting the Contract Documents, except as expressly set forth in the Contract Documents.

IFA will only consider comments and questions regarding the RFP, including requests for clarification and requests to correct errors, if submitted by a Proposer to the Authorized Representative, by electronic transmission (with facsimile or hard copy delivered within 48 hours thereafter) in the prescribed format.

Such comments/questions may be submitted at any time prior to the applicable date specified in Section 1.7.1 or such later date as may be specified in any Addendum and shall: (i) be submitted electronically in writing in Microsoft Word format, using the form set forth in Form M; (ii) be sequentially numbered; (iii) identify the document (e.g., the Agreement, Technical Requirements, etc.); (iv) identify the relevant section number and page number (e.g., Technical Requirements, Section BO, page 3-9) or, if it is a general question, indicate so; (v) not identify the Proposer's identity in the body of the question or contain confidential information; and (vi) indicate whether the question is a Category 1, 2, 3 or 4 question.

As used above, "Category 1" means a potential "go/no-go" issue that, if not resolved in a fashion acceptable to Proposer, may preclude the Proposer from submitting a Proposal. "Category 2" means a major issue that, if not resolved in a fashion acceptable to Proposer, will significantly affect value for money or, taken together with the entirety of other issues, may preclude the Proposer from submitting a Proposal. "Category 3" means an issue that may affect value for money, or another material issue, but is not at the level of a Category 1 and Category 2 issue. "Category 4" means an issue that is minor in nature, a clarification, a comment concerning a conflict between documents or within a document, etc.

Proposers will be limited to 75 comments/questions in the aggregate for the RFP (inclusive of the ITP and the Agreement), with a new limit applying to each Addenda; provided, however, that the foregoing limitation shall not apply to the Technical Requirements. If a question has more than one subpart, each subpart will be considered a separate question. Questions relating to the Technical Requirements, corrections of typographical errors, incorrect cross references or inconsistencies within or among the RFP Documents will be excluded from the

100-question limitation. Notwithstanding this paragraph, IFA may, in its sole discretion, change the maximum number of comments/questions for future RFP versions by Addendum.

No telephone or oral requests will be considered. Proposers are responsible for ensuring that any written communications clearly indicate on the first page or in the subject line, as applicable, that the material relates to the Project. No requests for additional information or clarification to any Person other than the Authorized Representative will be considered. Questions may be submitted only by the Proposer Authorized Representative or their designee, and must include the requestor's name, address, telephone and facsimile numbers, and the Proposer he/she represents. IFA, on behalf of the Joint Board, will only provide responses to the Proposer Authorized Representative notwithstanding any submission on Proposer's behalf by any designee.

The questions and responses by IFA on behalf of the Joint Board will be in writing and will be delivered to all Proposers, except that IFA intends to respond individually to those questions identified by a Proposer or deemed by IFA as containing confidential information. If a Proposer believes a question contains confidential information (including that the question itself is confidential), it may mark such question as "confidential." IFA reserves the right to disagree with Proposer's assessment as to the confidentiality of information in the interest of maintaining a fair process or complying with applicable Laws. Under such circumstances, IFA will inform the Proposer and may allow the Proposer, within a time period set by IFA, to withdraw the question, rephrase the question, have the question answered non-confidentially or, if IFA determines that it is appropriate to provide a general response, IFA will modify the question to remove information that IFA determines is confidential. If a Proposer fails to respond to IFA within the time period set by IFA, such failure shall be deemed Proposer's consent to IFA's answering the question non-confidentially. IFA may rephrase questions as it deems appropriate and may consolidate similar questions. IFA may also create and answer questions independent of the Proposers. IFA, on behalf of the Joint Board, contemplates issuing multiple sets of responses at different times during the procurement process. Except for responses to questions relating to the issuance of Addenda to the RFP, the last set of responses will be issued no later than the date specified in Section 1.7.1. A consolidated, final set of questions and answers will be compiled and delivered to the successful Proposer prior to award.

IFA may convene pre-Proposal submission meetings with Proposers as it deems necessary (see Section 2.4), and Proposers must make themselves available to IFA and the Joint Board for such pre-Proposal submission meetings and to discuss any matters they submit to IFA under this Section 2.3.1. If IFA, on behalf of the Joint Board, determines, in its sole discretion, that its interpretation or clarification requires a change in the RFP, IFA will prepare and issue an Addendum.

2.3.2 Addenda

The Joint Board reserves the right, in its sole discretion, to revise, modify or change the RFP and/or procurement process at any time before the Proposal Due Date (or, if Proposal Revisions are requested, prior to the due date for Proposal Revisions). Any such revisions will be implemented through issuance of Addenda to the RFP. Addenda will be posted on the

Website, and Proposers will be notified of the issuance of such Addenda. If any Addendum significantly impacts this RFP, as determined in the Joint Board's sole discretion, the Joint Board may change the Proposal Due Date. The announcement of such new date will be included in the Addendum. In addition, if the last date for the Proposer to submit questions regarding the RFP has occurred or has changed, the Addendum will indicate the latest date for submittal of any clarification requests concerning the Addendum.

Each Proposer shall acknowledge in its Proposal Letter (see Form A) receipt of all Addenda and question and answer postings. Failure to acknowledge such receipt may cause a Proposal to be deemed non-responsive and be rejected. IFA, on behalf of the Joint Board, reserves the right to hold group meetings with Proposers and/or one-on-one meetings with each Proposer to discuss any Addenda or response to requests for clarifications. IFA does not anticipate issuing any Addenda later than five (5) Business Days prior to the Proposal Due Date. However, if the need arises, IFA, on behalf of the Joint Board, reserves the right to issue Addenda after such date. If IFA finds it necessary to issue an Addendum after such date, then any relevant processes or response times necessitated by the Addendum will be set forth in a cover letter to that specific Addendum, including any extension to the Proposal Due Date determined necessary by the Joint Board, in its sole discretion.

2.4 Pre-Proposal Submission Meetings

2.4.1 Informational Meetings

IFA, on behalf of the Joint Board, may hold joint informational meetings with all Proposers at any time prior to the Proposal Due Date. Informational meetings may be held either in-person or by telephone or other electronic means. If held other than in-person, the meeting will permit interactive communication between all Proposers and the Joint Board. IFA will provide written notice of any such informational meetings to all Proposers. If the meeting is conducted by telephonic or electronic means, the notice will inform Proposers of the manner of the meeting.

Each Proposer shall attend informational meetings with appropriate members of its proposed key management personnel.

2.4.2 One-on-One Meetings

No one-on-one meetings are currently scheduled or anticipated during the procurement. However, the Joint Board may, in its sole discretion, conduct one-on-one meetings or calls with each Proposer on such dates designated by IFA in writing to the Proposers, to discuss issues and clarifications regarding the Project and Project-related documents or communications provided by IFA or the Proposers (including the RFP). The Joint Board reserves the right to disclose to all Proposers any issues raised during any of the one-on-one meetings; provided, however, that IFA will not disclose such issues if the Joint Board, in its sole discretion, determines that disclosure (i) would (x) impair the confidentiality of information submitted as part of this procurement or (y) would reveal a Proposer's confidential business strategies; (ii) is not necessary in order to address an error, mistake, omission, conflict or ambiguity in the Project-related documents, (iii) is not necessary for purposes of fairness and transparency; and (iv) is not required by the Public Records Act. Participation at such meetings by the

Proposers shall be mandatory. Representatives of FHWA, IFA, the other States' Parties and their respective consultants may attend and participate in one-on-one meetings.

Any one-on-one meetings are subject to the following rules:

- The meetings are intended to provide Proposers with a better understanding of the Project and Project-related documents or communications provided by IFA, on behalf of the Joint Board.
- The Joint Board, except as provided in this ITP, will not discuss with any Proposer any information submitted as part of this procurement (including other Proposals) other than its own.
- Proposers shall not seek to obtain commitments from IFA or the Joint Board in the meetings or otherwise seek to obtain an unfair competitive advantage over any other Proposer.
- No aspect of these meetings is intended to provide any Proposer with access to information that is not similarly available to other Proposers. Accordingly, material information about the Project or procurement that the Joint Board reveals or discusses in response to questions raised in a one-on-one meeting will, except as provided in this ITP, be revealed to the other Proposers.
- The discussions or any statements made by either party in one-on-one meetings shall not be binding on such Person.
- No part of the evaluation of Proposals will be based on the conduct or discussions that occur during one-on-one meetings.

Persons attending the one-on-one meetings will be required to sign an acknowledgment of the foregoing rules at each meeting.

2.4.3 Questions and Responses During One-on-One Meetings

During one-on-one meetings, Proposers may ask questions, and the Joint Board may provide responses. However, any responses provided by the Joint Board during one-on-one meetings may not be relied upon unless (i) questions were submitted in writing and (ii) IFA, on behalf of the Joint Board, provided written responses in accordance with Section 2.3.1 (and then, only to the extent provided in Section 2.3.1 and in the Contract Documents). Such questions and responses will be provided in writing to all Proposers, except to the extent such questions are deemed by the Joint Board, in its sole discretion, to contain confidential information relating to a particular Proposer's Proposal unless, in either case, the Joint Board believes such disclosure is necessary in the interest of maintaining a fair process or complying with applicable Law). Nothing stated at any pre-Proposal meeting or included in a written record or summary of a meeting will modify the ITP or any other part of the RFP unless it is incorporated in an Addendum issued pursuant to Section 2.3.2.

2.5 Confidentiality

Pursuant to the Public Records Act, with certain specified exceptions, the records related to this procurement, including the Proposals, Pre-Proposal Submittals, evaluation and selection procedures, and the records created during the discussion, negotiations, evaluation and selection process will remain confidential records. Pursuant to IC 8-15.5-4-2(5), IFA may not disclose the contents of Proposals during discussions or the substance of negotiations with Proposers to other Proposers. Following the preliminary selection of the Preferred Proposer as Toll System Provider by IFA, on behalf of the Joint Board, under IC 8-15.5-4-8, the Preferred Proposer's Proposal shall be made publically available for inspection and copying (except for portions that may be treated as confidential in accordance with IC 5-14-3). See also Section 1.8.4.

IFA, on behalf of the Joint Board, shall disclose the contents of all Proposals if it receives a proper Public Records Act request, except the parts of the Proposals that may be treated as confidential in accordance with IC 5-14-3, when either (1) the RFP process is terminated or (2) Contract Documents have been fully executed. (IC 8-15.5-4-13, IC 5-14-3). Subject to the provisions of this Section 2.5 and the other terms and conditions of the ITP with respect to permitting the Proposer and/or IFA or the Joint Board to assert claims of confidentiality and to defend against requests for disclosure, each Proposer, by submitting a Proposal to the Joint Board in response to this RFP, consents to such disclosure and expressly waives any right to contest such disclosure under the Public Records Act.

If a Proposer has special concerns about information which it desires to make available to IFA but which it believes constitutes a trade secret or is otherwise exempt from disclosure under the Public Records Act, such responding Proposer team shall specifically and conspicuously designate that information by placing "CONFIDENTIAL" in the header or footer of each such page affected. Any such designation of trade secret or other basis for exemption shall be accompanied by a concise statement of reasons supporting the claim including the specific Law that authorizes the exemption from disclosure under the Public Records Act. Blanket designations that do not identify the specific information shall not be acceptable and may be cause for IFA and the Joint Board to treat the entire Proposal as public information. Neither IFA nor the Joint Board will advise a submitting party as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Laws, as to the interpretation of such Laws, or as to definition of trade secret. Nothing contained in this provision shall modify or amend requirements and obligations imposed on IFA or the Joint Board by the Public Records Act or other applicable Law. The provisions of the Public Records Act or other Laws shall control in the event of a conflict between the procedures described above and the applicable law.

If a request is made for disclosure of the Proposals (other than for such disclosures required by Indiana Code 8-15.5 et seq., as amended) prior to award of the Agreement, IFA will take reasonable steps to notify the Proposer and submit a request for advice from IFA General Counsel prior to disclosing any such documents in accordance with the Public Records Act and other applicable Law. The Proposer shall then have the opportunity to either consent to the disclosure or assert its basis for non-disclosure and claimed exception under the Public Records Act or other applicable Law to the IFA General Counsel within the time period

specified in the notice issued by IFA (if any) and prior to the deadlines for release set forth in the Public Records Act and other applicable Law. However, it is the responsibility of the Proposer to monitor such proceedings and make timely filings. IFA and the Joint Board each may, but are not obligated to, make filings of their own concerning possible disclosure; however, IFA and the Joint Board are under no obligation to support the positions of the Proposer. By submitting a Proposal to the Joint Board in response to this RFP, Proposer consents to, and expressly waives any right to contest, the provision by IFA to IFA General Counsel of all, or representative samples of, the Proposal in accordance with the Public Records Act. IFA and the Joint Board shall have no responsibility or obligation for a failure of IFA General Counsel to respond or to respond timely to any request for advice and IFA and the Joint Board shall not be required to wait therefor if it is required to disclose or otherwise take action under the Public Records Act or other applicable Law. **Under no circumstances will IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants, employees or consultants be responsible or liable to a Proposer or any other party as a result of disclosing any such materials, including materials marked "CONFIDENTIAL," whether the disclosure is deemed required by Law or by an order of court or IFA General Counsel or occurs through inadvertence, mistake or negligence on the part of IFA, the Joint Board, any States' Party, or their respective officers, employees, contractors or consultants.**

All Proposals received in response to this RFP shall conform to and contain the detailed information required by the Public Records Act and other applicable Law. Neither IFA nor the Joint Board will advise a Proposer as to the nature or content of documents entitled to protection from disclosure under the Public Records Act or other applicable Law, as to the interpretation of such Laws, or as to definition of trade secret. The Proposer shall be solely responsible for all determinations made by it under applicable Laws and for clearly and prominently marking each and every page or sheet of materials with "CONFIDENTIAL" as it determines to be appropriate. Each Proposer is advised to contact its own legal counsel concerning the effect of applicable Laws to that Proposer's own circumstances.

In the event of any proceeding or litigation concerning the disclosure of any Proposal or portion thereof, the Proposer shall be responsible for otherwise prosecuting or defending any action concerning the materials at its sole expense and risk; provided, however, that IFA and the Joint Board each reserve the right, in their respective sole discretion, to intervene or participate in the litigation in such manner as it deems necessary or desirable. All costs and fees (including attorneys' fees and costs) incurred by the Joint Board or any of the States' Parties in connection with any litigation, proceeding or request for disclosure shall be reimbursed and paid by the Proposer whose Proposal is the subject thereof.

Submission of a Proposal constitutes Proposer's agreement to the provisions of this Section 2.5. See also Section 1.8.4.

2.6 Examination of RFP

Each Proposer shall be solely responsible for examining, with appropriate care and diligence, the RFP, including Reference Information Documents, all Addenda, materials posted on the Website with respect to any and all conditions that may in any way affect the amount or nature

of its Proposal, or the performance of Toll System Provider's obligations under the Contract Documents and for monitoring the Website for information concerning this RFP and procurement. The Proposal Letter (Form A) includes an acknowledgment that the Proposer has received and reviewed all such materials. Failure of a Proposer to so examine and inform itself of the aforementioned documents and materials shall be at its sole risk, and neither IFA nor the Joint Board will provide relief for any error or omission. The ability of Proposers to rely on the Reference Information Documents is limited and is expressly set forth in Section 1.6 and in the Agreement.

Each Proposer is responsible for conducting a Reasonable Investigation in connection with its Proposal, regarding the condition of existing facilities and construction and Site conditions. The Proposer's receipt of IFA or Joint Board-furnished information (including specifically the Reference Information Documents) does not relieve the Proposer of this responsibility.

The submission of a Proposal shall be considered *prima facie* evidence that the Proposer has made the above-described examination and is satisfied as to all matters and conditions to be encountered in performing the Work and as to the requirements of the Contract Documents.

2.7 Errors

If any mistake, error, or ambiguity is identified by the Proposer at any time during the procurement process in any of the documents supplied by IFA or the Joint Board, the Proposer shall have a duty to notify IFA of the recommended correction in writing in accordance with Section 2.3.1.

2.8 Improper Conduct

2.8.1 Non-Collusion

Neither the Proposer nor any of its team members shall undertake any of the prohibited activities identified in the Non-Collusion Affidavit (Form D).

2.8.2 Organizational Conflicts of Interest

Any Person under contract with IFA, the Joint Board or any other States' Party to prepare procurement documents for the Project will not be allowed to participate in any capacity on a Proposer team. Any Person previously under contract with IFA, the Joint Board or any other States' Party to prepare preliminary plans, planning reports or other project development products for the Project may be able to participate on a Proposer team if such Persons first submit a written request for a determination of no conflict from IFA and receive written confirmation that they may participate, or conditionally participate on a Proposer team (and, in the case of any confirmation of conditional participation, subject to observation of any or all such condition(s)).

Additional exceptions to this policy may be granted by the Joint Board upon written request from such Person, if it is determined that the Person's involvement is in the best interest of the public and does not constitute an unfair advantage. Proposer teams seeking such exception shall submit such written request as soon as possible because the Joint Board does not intend

to extend the Proposal Due Date. Notwithstanding the preceding sentence, neither IFA nor the Joint Board is responsible for any inability or failure to respond prior to the Proposal Due Date to any such request.

In addition to the foregoing, the organizational conflict of interest rules found in 23 CFR § 636, Subpart A, including 23 CFR § 636.116, also apply to this procurement. 23 CFR § 636.103 defines an “organizational conflict of interest” as follows:

“Organizational conflict of interest means that because of other activities or relationships with other persons, a person is unable or potentially unable to render impartial assistance or advice to the owner, or the person’s objectivity in performing the contract work is or might be otherwise impaired, or a person has an unfair competitive advantage.”

(“Owner” thereunder means the Joint Board, IFA and the other States’ Parties)

The Proposer, on behalf of itself and its team, and each of Proposer’s Equity Members, Major Subcontractors and other Subcontractors identified as of the Proposal Due Date shall provide information concerning organizational conflicts of interest and disclose all relevant facts concerning any past, present or currently planned interests which may present an organizational conflict of interest. The Proposer, on behalf of itself and its team, and each of Proposer’s Equity Members, Major Subcontractors and other identified Subcontractors, shall state how its interests or those of any of its team members, consultants, contractors or subcontractors, including the interests of any chief executives, directors or key personnel thereof, may result in, or could be viewed as, an organizational conflict of interest.

Proposer is prohibited from teaming with, receiving any advice or discussing any aspect relating to the Project or the procurement of the Project with any Person with an organizational conflict of interest, including, but not limited to:

- KPMG LLP
- Nossaman LLP
- Ice Miller LLP
- Perkins Coie LLP
- Frost Brown Todd
- Computer Aid, Inc.
- Clear Strategy LLC or any of its principals or owners;
- Parsons Transportation Group
- Delcan

- New West LLC
- Wilson, Sparling & Associates
- EHI Consultants
- Public Financial Management, Inc.
- CDM Smith
- Steer Davies & Gleave
- Haworth, Meyer, Boleyn, Inc.
- Beam, Longest and Neff, LLC
- TKT & Associates
- Qk4
- Michael Baker Corporation
- Butler, Fairman and Seufert
- HW Lochner, Inc.
- Golder Associates
- Cambridge Systematics
- Stoll Keenon Ogden, PLLC
- High Street Consulting Group
- Greyling Insurance
- Michael Bosc
- Wyatt Tarrant and Combs, LLP
- Atkins
- Affiliates (meaning includes parent companies, subsidiary companies, principals, Persons under common ownership, joint venture members and partners, and other financially liable parties for a Person) of any of the above

Such Persons are also prohibited from participating on a Proposer team as an Equity Member, Major Subcontractor, subcontractor, consultant or subconsultant.

By submitting its response to this RFP, each Proposer, on behalf of itself and its team, and each of Proposer's Equity Members, Major Subcontractors and other identified Subcontractors agree that, if an organizational conflict of interest is thereafter discovered, the applicable entity must make an immediate and full written disclosure to IFA and the Joint Board that includes a description of the action that such entity has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose is determined to exist during the procurement process, the Joint Board may, in its sole discretion, disqualify the Proposer or any such entity. If an organizational conflict of interest about which such entity knew, or should have known, but failed to disclose exists and the Proposer has entered into the Agreement as Toll System Provider, the Joint Board may, at its sole discretion, terminate the Agreement. In either case, IFA and the Joint Board reserve all rights and remedies.

Proposers and such other entities are also advised that the guidelines in this RFP are intended to augment applicable federal and state Law, including federal organizational conflict of interest Laws and the Laws and rules relating to NEPA. Such applicable Law will also apply to Proposer and such other entities and teaming and may preclude certain Persons from participating on a Proposer team.

2.8.3 Equitable Treatment of Proposers

Proposers are assured that, during the procurement process (including the process for evaluation of Proposals), IFA and the Joint Board will make every reasonable effort to treat Proposers equitably.

2.9 Pre-Proposal Submittals: Responsibility Information; Changes in Proposer's Organization and Key Personnel

2.9.1 Responsibility Information

On or before the date and time set forth in Section 1.7.1, each Proposer shall deliver one (1) original and five (5) copies of the Responsibility Information (see Exhibit G) to IFA at the address set forth in Section 1.7.2.

2.9.2 Determination of Responsibility

IFA and the Joint Board shall review the Responsibility Information and on or before the date and time set forth in Section 1.7.1, IFA, on behalf of the Joint Board, shall notify each Proposer as to whether it has been found responsible (a "Responsible Proposer"). Proposers should carefully and regularly review correspondence from IFA during this review period as any clarification requests from IFA will have very short periods for response.

Only Responsible Proposers shall be eligible to submit a Proposal and be awarded the Agreement. If a Proposer is not deemed a Responsible Proposer, it shall not be entitled to proceed with the procurement, submit a Proposal or receive an award of the Agreement. In assessing the responsibility of each Proposer, IFA and the Joint Board shall consider the following factors and criteria:

(a) Neither Proposer nor any Equity Member, Major Subcontractor or Financially Responsible Party that has submitted Form C or Form J as required by this RFP is currently disqualified, removed, debarred or suspended from performing or bidding on work for the federal government or any state government;

(b) Proposer and its Equity Members have the financial capability to carry out the Project responsibilities potentially allocated to it as demonstrated by the materials provided in Section 8.0 of Exhibit G. An “Equity Member” means (i) each entity with a direct equity interest in Proposer (whether as a member, partner, shareholder, joint venture member or otherwise) and (ii) each entity proposed to have a direct equity interest in Proposer. The evaluation will take into account the following considerations both currently as well as over the last three (3) years, as appropriate:

- Profitability
- Capital structure
- Ability to service existing debt
- Other commitments and contingencies;

(c) The information disclosed in Form C, Form J and/or in response to Section 5.0 of Exhibit G does not, in the determination of IFA, in IFA’s sole discretion, on behalf of and in consultation with designees of the Joint Board, materially adversely affect the ability of Proposer and the Proposer team to carry out the Project responsibilities potentially allocated to it in the Agreement; and

(d) Proposer, Equity Members, Major Subcontractors, other Subcontractors identified as of the date on which the Responsibility Information is due and Financially Responsible Parties have delivered a properly completed and executed Conflict of Interest Disclosure Statement (Form F) and no material and unresolvable conflicts, in IFA’s sole discretion, on behalf of and in consultation with designees of the Joint Board, have been identified.

2.9.3 Changes in Proposer’s Organization

In order for a Proposer to remain eligible to submit a Proposal, unless otherwise approved in writing by IFA, on behalf of the Joint Board, the Proposer’s organization as identified in the Responsibility Information must remain intact for the duration of the procurement (i.e., until execution of the Contract Documents). If a Proposer wishes to make changes in the Equity Members or Major Subcontractors identified in the Responsibility Information including, without limitation, additions, deletions, reorganizations, changes in equity ownership interests and/or role changes in or of any of the foregoing, the Proposer shall submit to IFA a written request for its approval of the change as soon as possible but in no event later than the date and time set forth in Section 1.7.1 for submission of such submittals. Any such request shall be addressed to IFA at the address set forth in Section 2.2.1, accompanied by the information required for such Persons in Section 2.9.1. If a request is made to allow deletion of any Equity

Member or Major Subcontractor identified in the Responsibility Information, the Proposer shall submit such information as may be required by IFA and the Joint Board to demonstrate that the changed team meets the RFP criteria (pass/fail and technical). The Proposer shall submit an original and five (5) copies of each such request package. The Joint Board is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein and in the Agreement, a Proposer may not make any changes in any Equity Members or Major Subcontractors identified in the Responsibility Information after the deadline set forth in Section 1.7.1 for submission of such submittals. Between the deadline set forth in Section 1.7.1 for submission of such submittals and execution of the Agreement, the Joint Board, in its sole discretion, will consider requests by Proposers to make changes in the Proposers' organization based only on unusual circumstances beyond the Proposer's control.

2.9.4 Key Personnel

In order for Proposers to have confidence that those individuals proposed for Key Personnel positions are acceptable to the Joint Board, each Proposer shall submit to IFA a written request for its approval of those individuals proposed for the Key Personnel positions that are listed below in no event later than the date and time set forth in Section 1.7.1 for submission of Key Personnel. Any such request shall be addressed to IFA at the address set forth in Section 2.2.1, accompanied by the information specified in this Section 2.9.2 for Key Personnel positions. The request must include an affirmative statement signed by the Proposer and the employer of each designated key person, committing to maintain such individual's availability for and active involvement in the Project.

The Proposer shall submit an original and five (5) copies of separate resumes of not more than two (2) pages for each individual/position identified below. Each resume shall state the specific role(s) above that the proposed "Key Person" would be fulfilling for the Project.

Three (3) references for each project manager must be supplied; provided, however, that where the project manager has only worked on one or two projects during the past five (5) years, Proposer shall (i) affirmatively state that such individual has only worked on one or two projects during the past five (5) years; (ii) include references for each of such projects; and (iii) include references for projects worked beyond the past five (5) years so that the number of references equals three (3) in total.

References shall be previous owners or clients with which the identified personnel have worked within the past five (5) years and shall include the name, position, company or agency and current postal and email addresses and phone and fax numbers. Proposers are requested to verify that contact information is correct, and are advised that if the contact information provided is not current, the Joint Board may elect to exclude the experience represented in determining the key personnel's qualifications.

The positions that must be identified/included are:

- Program Manager;
- Project Manager- Installation; and
- Project Manager- Operations and Maintenance.

One person cannot serve in the Project Manager - Installation and the Project Manager - Operations and Maintenance Key Personnel roles but an individual may serve in one of such roles and also may be the Program Manager. The Program Manager shall have a minimum of five (5) years of project management experience with similar toll services and certification as a Project Management Professional (PMP) by the Project Management Institute is preferred, but not required. The Project Manager – Installation shall have a minimum of five (5) years of experience in the installation and integration of similar toll systems. The Project Manager - Operations and Maintenance shall have a minimum of five (5) years of experience in roadside and back office operations and maintenance of systems.

The Joint Board is under no obligation to approve such requests and may approve or disapprove in writing a portion of the request or the entire request at its sole discretion. Except as provided herein and in the Agreement, a Proposer may not make any changes in any Key Personnel identified and approved by the Joint Board after the deadline set forth in Section 1.7.1 for submission of such submittals. Between the deadline set forth in Section 1.7.1 for submission of such submittals and execution of the Agreement, the Joint Board, in its sole discretion, will consider requests by Proposers to make changes in the Proposer's organization based only on unusual circumstances beyond the Proposer's control.

SECTION 3.0 REQUIREMENTS FOR SUBMITTAL OF PROPOSALS AND ACCEPTANCE OF DELIVERY BY IFA

3.1 Responsible Proposers; General Submittal Requirements

Only Responsible Proposers may submit a Proposal.

Each Proposal shall include a Technical Proposal and a Price Proposal meeting the requirements set forth in Exhibits B and C.

3.1.1 Proposal Due Date

The completed Proposal shall be delivered to IFA in sealed containers no later than the Proposal Due Date.

3.1.2 Signatures Required

The Proposal Letter (Form A) shall be signed in blue ink by all Equity Members and shall be accompanied by evidence of signatory authorization as specified in Form A.

3.1.3 Certified Copies

Where certified copies of the Proposal are required, the Proposer shall mark the document or cover with the words “Certified True Copy” and have the mark over-signed by the Proposer Authorized Representative. The over-signature can be undertaken by graphic reproduction.

3.1.4 Consequences of Failure to Follow Requirements

Failure to use sealed containers or to properly identify the Proposal may result in an inadvertent early opening of the Proposal and may result in disqualification of the Proposal. The Proposer shall be entirely responsible for any consequences, including disqualification of the Proposal, which result from any inadvertent early opening if IFA, on behalf of the Joint Board, determines that the Proposer did not follow the foregoing instructions. It is the Proposer’s sole responsibility to see that its Proposal is received as required. Proposals received after the time set on the Proposal Due Date shall be rejected without consideration or evaluation.

3.2 Requirement to Submit Responsive, Compliant Proposal

A Proposal may not include any assumptions, qualifications, conditions, exceptions to or deviations from the requirements of the RFP. If a Proposal does not fully comply with the instructions and rules contained in this ITP, including the exhibits, it may be considered non-responsive and/or non-compliant. Any Proposal that assumes or would require material changes to the Contract Documents, as determined by IFA in its sole discretion on behalf of and in consultation with the Joint Board, may be deemed non-responsive and may result in IFA’s rejection, on behalf of the Joint Board, of the Proposal.

Each Proposal must be submitted in the official format specified by in this RFP. Proposers shall each sign the original copy of their respective Proposals submitted to IFA (on Form A). Multiple or alternate proposals or proposals with options may not be submitted.

Proposals may be considered non-responsive or non-compliant and may be rejected for any of the following reasons:

(A) If the Proposal is submitted in a paper or electronic form other than that specified by IFA; if it is not properly signed; if any part of the Proposal is missing from the Proposal package, and/or if it otherwise does not meet the Proposal submittal requirements;

(B) If the Joint Board, in its sole discretion, determines that the Proposal contains irregularities that make the Proposal incomplete, indefinite, or ambiguous as to its meaning, including due to illegible text, omissions, erasures, alterations, items not called for in the RFP, or unauthorized additions;

(C) If multiple or alternate Proposals or Proposals with options are submitted or if the Proposal includes any conditions or provisions reserving the right to accept or reject an award or to enter into an Agreement following award;

(D) If the Proposal includes any assumptions, qualifications, conditions or reservations; or

(E) The Proposal contains a material alteration, as determined by the Joint Board, in its sole discretion, to the ITP forms or exhibits.

If a Proposal is deemed non-responsive or non-compliant, the Joint Board may disqualify the Proposal from further consideration.

3.3 Format

Each Proposal shall contain concise written material and drawings enabling a clear understanding and evaluation of the capabilities of the Proposer and the characteristics and benefits of the Proposal. Legibility, clarity, and completeness of the Technical Proposal and Price Proposal are essential. The Technical Proposal shall not exceed the page limitations set forth in Exhibit B, Section 2.0. No page limit applies to permitted and required appendices, dividers, exhibits and tables of contents, however, the Joint Board does not commit to review any information in appendices and exhibits other than those required to be provided, and the Proposal evaluation process will focus on the body of the Proposal and any required appendices and exhibits. Additional information submitted electronically and not included in the hard copy Proposals shall not be reviewed or considered.

An 8 ½ by 11-inch format (½ inch margins or wider) (11 by 17 inch format with ½ inch margins or wider for Technical Response and Preliminary Project Schedule) is required for typed submissions and submissions shall be submitted on CD or flash drive in Adobe (.pdf) format and native format such as Microsoft Office 2007 (Word). Submissions in Microsoft Excel 2007 will not be accepted except for Form G, which must be submitted in Microsoft Excel 2007 (as well as in Adobe (.pdf) format). Preliminary Project Schedule submissions shall include both a

hard copy and the electronic files necessary to view and analyze the schedule in Microsoft Project 2007 or more current.

Submittals must be bound with all pages in binders sequentially numbered. Printed lines may be single-spaced with the type font size being no smaller than twelve-point (either Times New Roman or Arial), provided the font in headers, footers, organizational charts, graphics and tables may be ten-point so long as the headers, footers, organizational charts, graphics and tables are legible, as determined by the Joint Board in its sole discretion. Dividers may be used within bound volumes and will not be counted towards any applicable page counts. Double-sided printing is permissible but will count as two pages towards any applicable page counts.

Except for the executive summary, the margin and font formatting requirements herein shall not apply to the items required in Volume 1 of the Technical Proposal, as described in Exhibit B.

3.4 Additional Requirements for Proposal Delivery

Proposals are to be delivered to IFA at the address set forth in Section 1.7.2.

Each binder of the Proposal shall be labeled to indicate its contents. The original Technical and Price Proposals shall be clearly identified as “original”; copies of the Proposals shall be sequentially numbered, labeled and bound. The Price Proposal shall be segregated from the Technical Proposal and shall be delivered in separate containers.

3.4.1 Technical Proposal

The Technical Proposal shall be contained in two volumes: Volume 1-Executive Summary, Administrative Materials and Forms and Volume 2-Technical Response, as more fully described in Exhibit B.

All of the binders comprising the original Technical Proposal together with an electronic copy of the entire Technical Proposal (including roll form documents) shall be uploaded to one or more CDs or flash drives (and clearly labeled as such), shall be packaged in a single sealed container, clearly addressed to the Joint Board as provided herein, and labeled “[Proposer Name]: Original Technical Proposal for the LSIORB Toll Services Project.” Proposers shall provide one original, and 11 certified copies of the bound Technical Proposal. The containers that include the required hard copies of the Technical Proposal shall be labeled “Copies of Technical Proposal for the LSIORB Toll Services Project.”

The electronic copy shall be in a searchable Adobe (.pdf) format on CD(s) or flash drives, with file names that correspond to the (or portions of the) Technical Proposal; provided, however, that (a) Proposal forms may be submitted in either Adobe (.pdf) or Microsoft Word (.doc or .docx only) format, and (b) corporate, partnership, joint venture and limited liability company documents (e.g., articles of incorporation, bylaws, partnership agreements, joint venture agreements and limited liability company operating agreements) may be submitted in hard copy and need not be submitted electronically.

If the Technical Proposal includes audited financial statement information prepared in a language other than English, Proposer's original hard-copy Technical Proposal submission (including electronic submission) and one additional copy (in Technical Proposal copy #1) shall contain both the original language audited Financial Statement information and a translation of all such Financial Statement information with certification by subject Person's chief executive, chief financial officer or treasurer (or equivalent position or role) that such translation is true, correct and accurate. If the certifying individual is not the chief executive, chief financial officer or treasurer, then such certification shall include the additional certification that (i) the certifying individual's position or role is equivalent to that of the entity's chief executive, chief financial officer or treasurer and (ii) the certifying individual has been duly authorized by all requisite organization action to deliver the certification that the such translation is true, correct and accurate. Copies #2 to 11 shall include only the translation of all such Financial Statement information and accompanying certification(s).

3.4.2 Price Proposal

One original and 11 certified copies of the Price Proposal, together with one electronic copy on (a) CDs or flash drive(s) in either Adobe (.pdf) or Word (.doc or .docx only) format shall be delivered to IFA as specified below. The documents shall be in one or more sealed envelopes and shall be included in a sealed container labeled "[Proposer Name]: LSIORB Toll Services Project – Price Proposal."

3.5 Currency

All required pricing, revenue and cost information shall be provided in US\$ currency only. Pricing is to be provided in 2015 dollars and such pricing shall be as of the Proposal Due Date.

3.6 Modifications, Withdrawals and Late Submittals

3.6.1 Modifications to a Proposal

A Proposer may modify its Proposal in writing prior to the specified time on the Proposal Due Date. The modification shall conform in all respects to the requirements for submission of a Proposal. Modifications shall be clearly delineated as such on the face of the document to prevent confusion with the original Proposal and shall specifically state that the modification supersedes the previous Proposal and all previous modifications, if any. If multiple modifications are submitted, they shall be sequentially numbered so IFA can accurately identify the final Proposal. The modification must contain complete Proposal sections, complete pages or complete forms as described in Exhibits B and C. Line item changes will not be accepted. Proposer shall deliver any such modification(s) in the types and manner described in this Article 3; no facsimile or other electronically transmitted modifications will be permitted.

3.6.2 Withdrawal and Validity of Proposals

A Proposer may withdraw its Proposal at any time prior to the time due on the Proposal Due Date by means of a written request signed by its Proposer Authorized Representative. Such written request shall be delivered to the address in Section 2.2.1. A withdrawal of a Proposal

will not prejudice the right of a Proposer to deliver a new Proposal; provided, however, that it is received before the time due on the Proposal Due Date. All Proposals are valid for a period of 180 days after the Proposal Due Date. No Proposer shall withdraw its Proposal within this 180-day period, unless notified by IFA, on behalf of the Joint Board, that (i) no Contract for the Project will be awarded by the Joint Board pursuant to the RFP, (ii) the Joint Board has awarded the Contract to another Proposer, and the Joint Board has received the executed Agreement and all other required documents from Toll System Provider, (iii) the Joint Board does not intend to award the Contract to the Proposer; or (iv) the Proposer is not notified during the 180-day period that the Joint Board has selected the Proposer as the Preferred Proposer to enter into negotiations of the Agreement. Any Proposer may elect, in its sole discretion, to extend the validity of its Proposal beyond the 180 day period set forth above.

3.6.3 Late Proposals

The Joint Board will not consider any late Proposals. Proposals and/or modifications not requested by IFA, on behalf of the Joint Board, received after the time for submittal of Proposals will be returned to the Proposer without consideration or evaluation.

3.7 Acceptance of Delivery by IFA

IFA will provide a receipt for Proposals that are timely delivered to IFA as specified herein.

SECTION 4.0 EVALUATION AND POST-SELECTION PROCESS

The Joint Board's goal is to create a fair and uniform basis for the evaluation of the Proposals in compliance with all applicable Laws governing this procurement.

The Proposal evaluation process will include an initial review of each Proposal for responsiveness to the requirements of the RFP Documents and as against pass-fail criteria, a qualitative evaluation of the Technical Proposal, an evaluation of the Price Proposal and a best value determination. The process may include a request for Proposal Revisions, the establishment of a competitive range, and negotiations phase with the Preferred Proposer. The steps in the process and evaluation criteria are set forth in Sections 4.2 through 4.10. The evaluation and selection process is subject to modification by the Joint Board, in its sole discretion.

The details of the evaluation and selection process are set forth more fully in this Section 4.

4.1 Organization of Evaluation Committees

Evaluation of Proposals will be conducted by one of more Proposal Evaluation Committee(s) (collectively, "PEC") with assistance from subcommittees and advisors as needed. The Public Finance Director may serve on the PEC.

The PEC will be comprised of representatives from IFA and the other States' Parties, selected at the sole discretion of the Joint Board. The primary responsibility of any subcommittees and advisors will be to assist the PEC in making an educated and informed assessment of the individual strengths and weaknesses of the Proposals. In addition, observers from federal, State or other agencies with specific interests and responsibilities associated with the Project may be invited to observe aspects of the evaluation process. All evaluators and outside consultants and observers will be required to sign confidentiality statements and conflict of interest disclosures, or otherwise be subject to confidentiality restrictions and conflict of interest control requirements.

4.2 Best Value Determination

The best value determination will be based on the following 1000 point scale. The "Price Score" will represent up to 400 points of the total score and the "Technical Score" will represent up to 600 points of the total score. A Proposer achieving 100% of the points available for the Price Score will score 400 points and a Proposer achieving 100% of the points available for the Technical Score will score 600 points. The determination of apparent highest ranked Proposal shall be based on the highest Total Proposal Score computed as follows:

$$\text{Total Proposal Score (max. 1000 points)} = \text{Price Score (max. 400 points)} + \text{Technical Score (max. 600 points)}$$

4.2.1 Price Score

The Joint Board will score the Price Proposal in accordance with the following formula:

Price Score: $\frac{\text{Lowest Contract Price submitted among responsive Proposers}}{\text{Proposer's Contract Price}} \times 400$ points

Contract Price as denoted as “Total Toll Collection System Capital and Operations and Maintenance Price” on Line CP-0017 of Form G-1)

A Proposer’s Price Score will be calculated by dividing the lowest Contract Price submitted by any responsive Proposer by the Proposer’s Contract Price, with the resulting number then multiplied by the maximum 400 possible points.

Price Proposals shall provide for balanced pricing among the Payment Milestones. If the Joint Board does not believe, in the Joint Board’s sole discretion, that the Price Proposal for the Preferred Proposer is balanced, the allocation by the Preferred Proposer of amounts among the Payment Milestones shall be subject to negotiation pursuant to Section 4.10.

4.2.2 Technical Score

The Technical Score will have a maximum of 600 points.

The Technical Score will be determined in accordance with the factors and procedures described in Section 4.4.

4.3 Pass/Fail and Responsiveness Evaluation

Upon receipt, the Technical Proposals will be made available for review by the PEC and, as applicable, relevant pass/fail and responsiveness subcommittee(s). They will be reviewed (a) for the Proposal’s conformance to the RFP instructions regarding organization and format and responsiveness to the requirements set forth in the RFP and (b) based on the pass/fail criteria set forth below. Any Proposal that fails to achieve a passing score on any of the pass/fail portions of the evaluation may not be eligible for recommendation for award and will be considered unresponsive. Responsiveness shall be assessed on the basis of overall responsiveness, with the Joint Board retaining the sole discretion to disregard or waive minor irregularities, omissions, nonconformities and discrepancies.

In the event that a Proposal contains or omits information that may potentially result in a “fail” determination, the Authorized Representative may request additional or clarifying information from the Proposer prior to a final pass/fail determination.

Those Proposals not responsive to this RFP, or that do not pass the pass/fail criteria, may be excluded from further consideration, and the Proposer will be so advised. The Joint Board may also exclude from consideration any Proposer whose Proposal contains a material misrepresentation. The Joint Board reserves the right in its sole discretion to disregard or waive minor informalities, irregularities, nonconformities, discrepancies, omissions and

apparent clerical mistakes which, in each case, are unrelated to the substantive content of the Proposals.

4.3.1 Technical Proposals

Technical Proposals will be evaluated based on the following pass/fail criteria:

(a) The business form of the Proposer, the proposed Toll System Provider, and any Persons that will have joint and several liability under the Agreement or that will provide a performance guaranty (including any joint venture agreement, partnership agreement, operating agreement, articles of incorporation bylaws or equivalent documents) is consistent with the requirements of the Project and Contract Documents and provides for continuation of Proposer (and Toll System Provider) in the event of bankruptcy or withdrawal of any of its members.

(b) Based on the information provided pursuant to Section 4.0 of Exhibit B, the Proposer's (and each of its Equity Member(s)') financial condition and capabilities shall not have materially adversely changed from its financial condition and capabilities as evidenced by the financial and other data submitted in the Responsibility Information, such that the Proposer (by and through its Equity Member(s)) continues to have the financial capacity to provide, operate, maintain, and manage a toll collection system and provide back office toll collection and customer service, for a project of the nature and scope of the Project. Factors that will be considered in evaluating the Proposer's financial capacity include the following:

- i. Profitability;
- ii. Capital structure;
- iii. Ability to service existing debt; and
- iv. Other commitments and contingencies.

If the Joint Board determines that a Proposer does not appear to have the financial capability to fulfill its obligations under the Contract Documents, it may offer the Proposer the opportunity to meet the financial requirement through one or more Guarantors acceptable to the Joint Board.

(c) The information, certifications, signed statements and documents as listed in Exhibit B, Section 3.2 do not identify any material adverse information;

(d) The Technical Proposal: (i) includes only minor informalities, irregularities and apparent clerical mistakes which are unrelated to the substantive content of the Proposal; (ii) conforms to the RFP instructions regarding organization and format; (iii) demonstrates responsiveness of the Proposer to the requirements set forth in the RFP; and (iv) contains the required materials as listed in Exhibit B, Sections 3 and 4. A Proposal not responsive to the RFP may be excluded from further consideration and the Proposer will be so advised. The Joint Board may also exclude from consideration a Proposer whose Proposal contains a material misrepresentation.

(e) If the Proposer anticipates execution of the Agreement by a special purpose entity, the Proposer has delivered either (i) pro formas of the special purpose entity organizational documents (i.e., certificate of formation/charter, bylaws/partnership agreement/operating agreement) or (ii) indicative term sheets of such corporate formation documents that will be used to establish the entity, in either case, should the Joint Board select it as the Preferred Proposer;

(f) The Equity Members and Major Subcontractors have not changed since the Proposer's submission of the Responsibility Information, or the Proposer has previously sought consent of the Joint Board to a change, IFA has consented to such change, and the Proposal attaches a true and correct copy of IFA's written consent thereto;

(g) Proposer, and each of Proposer's Equity Members, Major Subcontractors, other Subcontractors identified in the Proposal and Financially Responsible Parties have delivered a properly completed and executed Conflict of Interest Disclosure Statement (Form F) and no material and unresolvable conflicts, in IFA's sole discretion on behalf of and in consultation with the Joint Board, have been identified;

(h) Proposer has delivered a properly completed and executed Affidavit for Bidders, Offerors and Contractors (Form N);

(i) Proposer's baseline Project Schedule submitted pursuant to Section 6 of Exhibit B is consistent with the Completion Deadlines set forth in the Agreement;

(j) Proposer has delivered written evidence, satisfactory to IFA, in its sole discretion on behalf of the Joint Board, from an insurance company(ies), broker(s), agent(s) or advisor(s) expressly indicating that Proposer (and Toll System Provider) will be able to obtain and maintain the insurance types and amounts required by the Contract Documents and can do so under the terms, and subject to the conditions, specified in Article 9 of the Contract. IFA, on behalf of the Joint Board, shall be satisfied if such insurance company(ies)', broker(s)', agent(s)' or advisor(s)' signatories to such written evidence explicitly state that it/they have read the Contract Documents and insurance requirements set forth therein and that the Persons required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement; and

(k) Proposer has delivered all other documents, properly completed and signed (if required), in form and substance as specified under the RFP Documents, and such documents do not identify any material adverse information.

(l) Proposer or any member of the Proposer team is currently operating and maintaining at least one (1) active AET collection system that operates with a minimum of 6 travel lanes (excluding shoulders), including at least 3 contiguous lanes in the same direction;

(m) Proposer or any member of the Proposer team has demonstrated experience with the implementation of AET system delivery or primary responsibility for operations and maintenance of an AET collection system on at least one (1) AET project;

(n) Proposer or any member of the Proposer team has demonstrated experience with at least one (1) project where Optical Character Recognition (OCR) has been utilized for image review for postpaid toll transactions, where postpaid toll transactions include license plate based toll transactions, and/or violations;

(o) Proposer or any member of the Proposer team has at least one (1) project where multiple phases of a toll collection system implementation are occurring concurrently and those multiple phases of implementation have been successfully managed; and

(p) Proposer or any member of the Proposer team has at least one (1) CSC operation.

4.3.2 Price Proposals

Price Proposals will be evaluated on a pass/fail basis to confirm that the Price Proposal contains all the materials required by Exhibit C;

4.4 Evaluation of Technical Proposal by PEC

After completion of, or concurrently with, the pass/fail and responsiveness review, the Proposer's Technical Proposal will be evaluated by the PEC based on the factors set forth below to determine whether the Technical Proposal meets, and also whether it includes any improvements over, and brings additional benefits and/or value to the Joint Board and the public in addition to, the requirements of the Contract Documents. In evaluating the Technical Proposal, the PEC may consider other information provided with the Technical Proposal.

The evaluation factors for the Technical Response component of the Technical Proposal are as follows:

- (a) System Architecture (SA);
- (b) Roadside (RS);
- (c) Back Office Systems (BO);
- (d) Customer Service Center (CS);
- (e) Plans and Testing (TP);
- (f) TCS Operations and Maintenance (OM);
- (g) Performance Requirements (PR);
- (h) Financial Requirements (FR);
- (i) Toll Operations Center and System Monitoring (TC);
- (j) Work Flows (WF); and

(k) Access Control and CCTV (AC).

The factors are listed in Section 4.4(a) through (k) above. The factors are set forth in descending order of importance, provided, however, that consecutive factors may be of equal value to each other.

The Technical Score shall comprise 600 points of the Total Proposal Score. Technical Proposals will be evaluated according to the Proposer's ability to best satisfy the technical requirements as set forth in the Technical Requirements.

4.5 Evaluation of Price Proposal By PEC

Following the completion of the evaluation and scoring of the Technical Proposals, the Price Proposals will be opened and reviewed pursuant to Sections 4.2.1 and 4.3.2.

4.6 Total Proposal Score

After completion of the evaluation of the Technical Proposal and the Price Proposal by the PEC, the Public Finance Director, with the assistance of States' Parties representatives and advisors, will determine the Total Proposal Score for each Proposal by adding the Proposal's Technical Score and Price Score.

4.7 Requests for Clarification

IFA, on behalf of the Joint Board, may, at any time, issue requests for clarification to the individual Proposers, requesting additional information or clarification from a Proposer, or may request a Proposer to verify or certify certain aspects of its Proposal. Proposers shall respond to any such requests within three (3) Business Days from receipt of the request (or within such other time as is specified by the Joint Board in any clarification or additional information soliciting correspondence). The scope, length and topics to be addressed in clarifications shall be prescribed by, and subject to the sole discretion of the Joint Board.

Upon receipt of requested clarifications and additional information as described above, if any, the Proposals may be re-evaluated to factor in the clarifications and additional information.

4.8 Requests for Proposal Revisions

The Joint Board may, at any time after receipt of Proposals and prior to award and execution of the Agreement, determine that it is appropriate to request changes to the Proposals ("Proposal Revisions"). Only Proposers that submitted responsive Proposals will be permitted to submit Proposal Revisions. If Proposal Revisions are requested, IFA, on behalf of the Joint Board, will follow the procedures for revised proposals described in 23 CFR Part 636. The Joint Board may request Proposal Revisions with or without discussions as described therein. The request for Proposal Revisions will identify any revisions to the RFP and will specify terms and conditions applicable to the Proposal Revisions, including identifying a time and date for delivery. In the event that Proposal Revisions are requested, then the term "Proposal," as used in the RFP Documents, shall mean the original Proposal, as modified by the Proposal Revision.

Upon receipt of Proposal Revisions, the PEC, with assistance from the subcommittees and advisors, as appropriate, will re-evaluate the Proposals as revised, and will revise ratings and value estimates as appropriate following the process described above.

4.9 Identification of the Preferred Proposer

Once the Public Finance Director has determined a Total Proposal Score for each Proposal and assigned rankings to the Proposals based on the Total Proposal Scores (whether based on the original Proposals or Proposal Revisions), the Public Finance Director may

- (a) (i) notify the Proposer with the highest Total Proposal Score that it has been identified as the Preferred Proposer and that IFA, on behalf of the Joint Board, intends to commence negotiations with the Preferred Proposer to finalize the Contract Documents; or (ii) with the approval of the Joint Board, require Proposal Revisions pursuant to Section 4.8, reject the recommendation and cancel the procurement or request reconsideration of the recommendation; and
- (b) if clause (a)(i) above applies, notify the other Proposers that the IFA has identified, and will commence negotiations with, the Preferred Proposer to attempt to finalize the Contract Documents.
- (c) if clause (a)(i) above applies, further notify these other Proposers that in the event the negotiations with the Preferred Proposer are not successful, IFA, on behalf of the Joint Board, may suspend or cease such negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Total Proposal Score or terminate the procurement process.

4.10 Negotiation and Finalization of the Agreement and Contract Documents

4.10.1 If IFA, on behalf of the Joint Board, has chosen to enter negotiations with the Preferred Proposer as described in Section 4.9, IFA shall authorize representatives to commence such negotiations and finalization of the Contract Documents, the result of which shall constitute a final offer as permitted in IC 8-15.5-4-7(a).

4.10.2 After notification by the Public Finance Director pursuant to Section 4.9, the Joint Board will proceed with the Preferred Proposer to finalize the Contract Documents. The Joint Board may elect to negotiate various aspects of the Contract Documents with the Preferred Proposer, including aspects of the Proposal that will be incorporated into the Contract Documents; however, any decision to commence negotiations regarding the terms of the Contract Documents is at the Joint Board's sole discretion.

4.10.3 By submitting its Proposal, each Proposer commits to: (i) discuss the terms of the Agreement with the Joint Board in good faith and in accordance with the requirements of the RFP, (ii) enter into the Agreement and satisfy all other conditions to award of the Agreement; and (iii) perform its obligations as set forth in the Agreement. While the Joint Board is willing to consider any detailed comments submitted by the Preferred Proposer as part of the negotiation process, the Joint Board will not materially modify the scope of the Project or modify material risk allocations, liability limits or major commercial and legal terms, rights and

remedies during the negotiation and finalization of the Agreement process. The Joint Board's anticipation is that the negotiations shall address the following items: (i) the hourly rates for extended services proposed by the Preferred Proposer on Form G-16; (ii) the unit costs and quantities proposed for Major Spare Parts on Form G-17; (iii) the unit prices proposed for maintenance of traffic on Form G-18; (iv) the balancing of the Price Proposal; (v) minor scope clarifications and refinements; (vi) the nature, commitment level and scope of Value Add items proposed by the Preferred Proposer; and (vii) the rates proposed for the Software Maintenance Option. None of the foregoing negotiations shall entitle the Preferred Proposer to increase its Contract Price.

4.10.4 If an Agreement satisfactory to the IFA, on behalf of the Joint Board, in its sole discretion, cannot be negotiated with the Preferred Proposer, IFA, on behalf of the Joint Board, may formally suspend or end negotiations with that Preferred Proposer. Further action may be taken including (a) rejection of all Proposals; or (b) proceeding to the next most highly ranked Proposal to attempt to negotiate an Agreement with that next most highly ranked Proposer in accordance with this Section 4.10.

4.11 Review of Post-Selection Deliverables

4.11.1 Documents to be Submitted Following Notification of Preferred Proposer

As a condition precedent to award of the Contract, the Preferred Proposer shall deliver the following (collectively, the "Post-Selection Deliverables") to IFA within five (5) days after notification pursuant to Section 4.9 that it is the Preferred Proposer, unless otherwise noted:

(a) Evidence of Preferred Proposer's/Toll System Provider's (and all Major Subcontractors) qualification to do business in the State of Indiana and Commonwealth of Kentucky, dated no earlier than 30 days prior to the anticipated date of commercial close. Depending on the form of organization, such evidence may be in the form of (i) Certificates of Authority to do business in the State and in the Commonwealth along with a "certificate of good standing" (or equivalent) from the state of organization of the Person; (ii) a Certificate of Existence from the Indiana Secretary of State; or (iii) other evidence acceptable to the Joint Board, in its sole discretion. Each such Person shall also provide a valid Indiana and Kentucky business license.

(b) Drafts of the deliverables identified in Section 5.1.1 for pre-approval by the Joint Board.

(c) A redacted copy of its Proposal to IFA no later than 3 days after notification pursuant to Section 4.9 that it is the Preferred Proposer, with redactions limited to only those portions of the Proposal that fall under a specific exemption of the Public Records Act (and the Preferred Proposer shall be required to submit, for the Joint Board's review and approval, documentation identifying the specific exemption asserted and such other information requested by IFA in order for the Joint Board to assess the eligibility of such portions of the Proposal for exemption from publication). Notwithstanding any proposed redactions and/or claims of exemption asserted by the Preferred Proposer, IFA shall have sole discretion to determine the applicability of any exemptions under the Public Records Act and of the contents

to be disclosed in response to a request thereunder. Failure of the Preferred Proposer to submit a redacted form of its Proposal, containing only those redactions consistent with IFA's determination as to the content that may be redacted, to IFA by 3 days after notification that it is the Preferred Proposer constitute consent by Proposer to, and a waiver of any right to contest, disclosure by IFA of the Preferred Proposer's Proposal in its entirety, without redaction, in response to a request submitted under the Public Records Act. As between the Preferred Proposer and a third party requesting disclosure under the Public Records Act (as opposed to as between the Preferred Proposer and the Joint Board and IFA exercising their sole discretion rights pursuant to this ITP), this Section 4.11.1(c) shall not constitute a waiver of the Preferred Proposer's rights under the Public Records Act.

4.11.2 IFA Comment on Post-Selection Deliverables

IFA, on behalf of the Joint Board, shall provide comments on any Post-Selection Deliverable required to be delivered to IFA for review and approval hereunder, within four (4) Business Days after the date of IFA's receipt of such deliverable. The Joint Board shall have four (4) Business Days to review and respond to subsequent submittals of the deliverable.

SECTION 5.0 AWARD AND EXECUTION; POST-EXECUTION ACTIONS

5.1 Final Award, Execution and Delivery of Contract Documents

The following are conditions precedent to final award of the Agreement:

- (a) successful negotiation of the Agreement,
- (b) concurrence in award by FHWA,
- (c) receipt by IFA of all of the documents required to be provided prior to execution of the Agreement under Section 5.1.1, and
- (d) any other conditions to award set forth in the ITP or required by the Act.

If negotiations pursuant to Section 4.10 are successfully concluded and result in a final form of the Agreement satisfactory to the Joint Board, in its sole discretion, the IFA Board and the Joint Board shall each convene a meeting to consider adoption of a resolution preliminarily selecting the Preferred Proposer as Toll System Provider under the Contract Documents. It is anticipated that the Joint Board meeting will be held before the IFA Board meeting. Prior to the meetings of the IFA Board and the Joint Board, IFA, on behalf of the Joint Board, may deliver four (4) sets of execution copies of the Agreement and other documents to be executed in connection therewith ("Execution Documents") to the Preferred Proposer along with the number of sets of execution copies of the Execution Documents reasonably requested by the Preferred Proposer. The Preferred Proposer shall obtain all required signatures and deliver all of the execution sets of the Execution Documents to IFA within two (2) Business Days after receipt, together with the required documents described in Section 5.1.1. If Toll System Provider is a joint venture or a partnership, the Agreement must be executed by all joint venture members or general partners, as applicable.

If the IFA Board and the Joint Board each adopt such a resolution, a public hearing shall be conducted on such preliminary selection and the terms of the Agreement as required under IC 8-15.5-4-9. Following the public hearing on the preliminary selection of the Preferred Proposer and the terms of the Agreement, IFA on behalf of the Joint Board shall make a determination (i) whether or not the Preferred Proposer should be designated as Toll System Provider under the Agreement and, if not, to suspend or cease negotiations with the Preferred Proposer and commence negotiations with the Proposer who had the next highest Total Proposal Score, or (ii) to terminate the procurement process. If IFA on behalf of the Joint Board determines to select the Preferred Proposer as Toll System Provider under the Agreement, then such determination shall be submitted to the State Budget Committee and the Governor of the State, in turn. Following review of such determination by the State Budget Committee, the Governor may accept or reject the determination of IFA. If the Governor accepts the determination of IFA, the Governor shall designate the Preferred Proposer as Toll System Provider under the Agreement, subject to the official approval of the Joint Board. Following the designation by the Governor of the Preferred Proposer as Toll System Provider under the Agreement, IFA shall publish notice of such designation in accordance with the Act and may execute and deliver the Agreement following such publication.

Upon IFA's receipt of the Execution Documents (together with the required documents described in Section 5.1.1) and satisfaction of all conditions precedent to award and execution set forth in Section 4.11.1 and Section 5.1.1 and under applicable Law and provided that 22 days have elapsed since the date of publication of the notice of the designation of the Preferred Provider required under IC 8-15.5-4-11(b), IFA, in its discretion and on behalf of the Joint Board, may execute the Execution Documents. Unless extended pursuant to Section 1.7.3, final award and commercial close shall be deemed to have occurred as of the date of execution by IFA of the Agreement and the Other Execution Documents; provided that IFA has executed and delivered all such documents and no procurement protest or action to contest the validity of the Agreement is brought within the time period permitted by IC 8-15.5-4-12.

In the event of a procurement protest or an action to contest the validity of the Agreement is brought within the period permitted by Indiana Code 8-15.5-4-12, then IFA, with the consent of the Joint Board, at its sole option and within the exercise of its sole discretion, may elect to move forward with execution of the Execution Documents or may terminate the procurement at no cost or penalty. In no event may IFA delay execution of the Execution Documents beyond the 180 day Proposal validity period without the mutual agreement by the Preferred Proposer.

5.1.1 Documents To Be Delivered By Proposer With Executed Agreement

The Preferred Proposer shall deliver to IFA the documents listed below concurrently with the executed sets of the Execution Documents as a condition to execution of the Agreement by IFA, on behalf of the Joint Board.

(a) If not previously submitted, a copy of the executed organizational documents for Toll System Provider and, if Toll System Provider is a limited liability company, partnership or joint venture, the articles of incorporation/certificate of formation/charter/partnership agreement or registration for each member or partner of Toll System Provider. The executed form of the organizational documents for Toll System Provider may not differ substantially or materially from the draft organizational documents or indicative term sheets included with the Proposal.

(b) Evidence of approval of the final form of the Contract Documents, and of due authorization, execution, delivery and performance of the Contract Documents, by Toll System Provider. Such evidence shall be in form and substance reasonably satisfactory to the Joint Board. If Toll System Provider is a corporation, such evidence shall be in the form of a resolution of its governing body certified by an appropriate officer of the corporation. If Toll System Provider is a partnership, such evidence shall be in the form of a resolution signed by the general partners and appropriate evidence of authorization for each of the general partners, in each case, certified by an appropriate officer of the general partner. If Toll System Provider is a limited liability company, such evidence shall be in the form of (1) a resolution of the governing body of the limited liability company, certified by an appropriate officer of the company, or (2) a managing member(s) resolution, certified by an appropriate officer of the managing member(s), or (3) if there is no managing member, a resolution from each member, certified by an appropriate officer of such member. If Toll System Provider is a joint venture, such evidence shall be in the form of a resolution of each joint venture member, certified by an appropriate officer of such joint venture member. If the form used for authorization is other

than a resolution, as described above, the Preferred Proposer shall provide such other authorization document as is acceptable to the Joint Board, in its sole discretion.

(c) A letter from an Eligible Surety, signed by an authorized representative as evidenced by a current certified power of attorney, committing to provide a Performance Bond as described in Section 8.1 of the Agreement and a Payment Bond as described in Section 8.1 of the Agreement and in form compliant with the requirements of this Section 5.1.1(c) and otherwise reasonably acceptable to the Joint Board, in an amount equal to 100% of the Total Toll Collection System Capital Price. The commitment letter may include no conditions, qualifications, or reservations for underwriting or otherwise, other than a statement that the commitment is subject to award and execution of the Agreement and issuance of the NTP thereunder; provided, however, that the Surety may reserve in its letter the right to reasonably approve any material adverse changes made to the Agreement or the Technical Requirements following the date of the letter, but excluding any changes or information reflected in the Proposal, such as Proposer commitments.

(d) If security for, or a guaranty of, the Proposer's obligations under the Agreement is required by the Joint Board pursuant to Exhibit B, Section 4.3, guarantees from Guarantor(s) in the form of Exhibit Z of the Agreement with such modifications approved by the Joint Board, in its sole discretion.

(e) Certificates of insurance policies evidencing proof of insurance coverages as required by the Contract, or written evidence from an insurance company(ies), broker(s) or agent(s) that such company(ies), broker(s) or agent(s) will place all such insurance coverages for the Preferred Proposer (should they become Toll System Provider). For the on-site project-specific coverages, the signatories must indicate expressly that they have read the Agreement and insurance requirements set forth therein and that the entities required to obtain insurance under the Agreement have the capability of obtaining such insurance in the coverages and under the conditions listed in the Agreement.

(f) Any other requirements reasonably determined by IFA during pre-award negotiations.

5.2 Debriefings

All Proposers submitting Proposals will be notified in writing of the results of the evaluation process. Proposers not selected for award may request a debriefing. Debriefings shall be provided at the earliest feasible time after execution of the Contract Documents, as determined by the Joint Board, in its sole discretion. The debriefing shall be conducted in Indianapolis and by a procurement official familiar with the rationale for the selection decision and Agreement award.

Debriefings shall:

(a) Be limited to discussion of the unsuccessful Proposer's Proposal and may not include specific discussion of a competing Proposal;

(b) Be factual and consistent with the evaluation of the unsuccessful Proposer's Proposal; and

(c) Provide information on areas in which the unsuccessful Proposer's Proposal had weaknesses or deficiencies.

Debriefing may not include discussion or dissemination of the thoughts, notes, or rankings of individual members of the PEC, but may include a summary of the rationale for the selection decision and Agreement award.

5.3 Costs Not Reimbursable

The cost of preparing the Proposal and any costs incurred at any time before award and execution of the Agreement, including costs incurred for any interviews, costs associated with Post-Selection Deliverables and costs relating to the commercial close process, shall be borne by the Proposer.

SECTION 6.0 PROTESTS

6.1 Applicability

This Section 6.0 sets forth the exclusive protest remedies available with respect to the RFP. These provisions prescribe the exclusive procedures for protests regarding:

- (a) allegations that the terms of the RFP are wholly ambiguous, contrary to legal requirements applicable to the procurement, or exceed the authority of IFA or the Joint Board;
- (b) a determination as to whether a Proposer is a Responsible Proposer;
- (c) a determination as to whether a Proposal is responsive to the requirements of this RFP or as to whether a Proposal passes the pass/fail criteria set forth in the RFP, as applicable; and
- (d) award of the Agreement and any other protest relating to evaluation or selection not addressed in clauses (a)-(c).

6.2 Required Early Communication for Certain Protests

Protests concerning the issues described in Section 6.1(a) may be filed only after Proposer has informally discussed the nature and basis of the protest with IFA, following the procedures for those discussions prescribed in this Section 6.0. Informal discussions shall be initiated by a written request for a one-on-one meeting delivered to IFA's Authorized Representative. The written request shall include an agenda for the proposed one-on-one meeting. IFA, on behalf of the Joint Board, will meet with the Proposer as soon as practicable to discuss the nature of the allegations. If necessary to address the issues raised in a protest, IFA, on behalf of the Joint Board, may, in its sole discretion, make appropriate revisions to the RFP Documents by issuing addenda.

6.3 Deadlines for Protests

6.3.1 Protests concerning the issues described in Section 6.1(a) must be filed as soon as the basis for the protest is known, but no later than 20 days after issuance of the RFP, unless the protest relates to an Addendum to the RFP, in which case the protest must be filed no later than five (5) days after the Addendum is issued (but in any event, prior to the Proposal Due Date).

6.3.2 Protests concerning the issues described in Section 6.1(b) must be filed no later than five (5) days after receipt of the notification that a Proposer is or is not a Responsible Proposer.

6.3.3 Protests concerning the issues described in Section 6.1(c) must be filed no later than five (5) days after receipt of the notification of non-responsiveness.

6.3.4 Protests concerning the issues described in Section 6.1(d) must be filed no later than ten days after notification of Preferred Proposer pursuant to Section 4.9(a).

6.4 Content of Protest

Protests filed under Section 6.1 shall completely and succinctly state the grounds for protest, its legal authority, and its factual basis, and shall include all factual and legal documentation in sufficient detail to establish the merits of the protest. Statements shall be sworn and submitted under penalty of perjury.

6.5 Filing of Protest

Protests shall be filed by hand delivery on or before the applicable deadline to the Public Finance Director with copies to the IFA general counsel at Indiana Finance Authority and Public Finance Director of the State of Indiana, each at One North Capitol Avenue, Suite 900. Indianapolis, Indiana 46204, as soon as the basis for protest is known to Proposer. IFA, in its sole discretion, may require the Proposer filing the protest to submit a copy of the protest to the other Proposers whose addresses may be obtained by contacting IFA's Authorized Representative.

6.6 Comments from other Proposers

Other Proposers may file statements in support of or in opposition to the protest within 5 days of the filing of the protest. IFA shall promptly forward copies of all such statements to the protestant. Any statements shall be sworn and submitted under penalty of perjury.

6.7 Burden of Proof

The protestant shall have the burden of proving its protest. IFA, on behalf of the Joint Board, may, in its sole discretion, discuss the protest with the protestant and other Proposers. No hearing will be held on the protest. The protest shall be decided on the basis of written submissions.

6.8 Decision on Protest

The Public Finance Director or his or her designee shall issue a written decision regarding the protest within 30 days after the filing of the detailed statement of protest under Section 6.4. The decision by the Public Finance Director shall be final. If necessary to address the issues raised in a protest, the Joint Board may, in its sole discretion, make appropriate revisions to the RFP by issuing Addenda. The written decision shall be final, binding and not subject to appeal.

6.9 Protester's Payment of Costs

If a protest is denied, Proposer filing the protest shall be liable for the costs reasonably incurred by IFA and the Joint Board to defend against or resolve the protest, including legal and consultant fees and costs, and any unavoidable damages sustained by either or both of IFA and the Joint Board as a consequence of the protest.

6.10 Rights and Obligations of Proposers

Each Proposer, by submitting its Proposal, expressly recognizes and agrees to the limitation on its rights to protest provided in this Section 6, and expressly waives all other rights and remedies that may be available to Proposer under Law. These provisions are included in the RFP expressly in consideration for such waiver and agreement by the Proposers. If a Proposer disregards, disputes, or does not follow the exclusive protest remedies provided in this Section, it shall indemnify and hold the Joint Board, IFA and the other States' Parties and their respective officers, employees, agents, and consultants harmless from and against all liabilities, fees and costs, including legal and consultant fees and costs, and damages incurred or suffered as a result of such Proposer's actions. Each Proposer, by submitting a Proposal, shall be deemed to have irrevocably and unconditionally agreed to this indemnity obligation.

SECTION 7.0 JOINT BOARD RIGHTS AND DISCLAIMERS

7.1 Joint Board Rights

IFA and the Joint Board may investigate the qualifications and Proposal of any Proposer under consideration, may require confirmation of information furnished by a Proposer and may require additional evidence of qualifications to perform Toll System Provider's obligations under the Contract Documents. IFA, on behalf of the Joint Board, reserves the right to:

- (a) Develop the Project in any manner that it, in its sole discretion, deems necessary;
- (b) Reject any or all of the Proposals;
- (c) Modify any dates set or projected in this RFP and extend any deadlines;
- (d) Cancel, modify or withdraw the RFP in whole or in part at any time prior to the execution by the Joint Board of an Agreement, without incurring any cost obligations or liabilities;
- (e) Terminate this procurement and commence a new procurement for part or all of the Project;
- (f) Terminate evaluations of Proposals received at any time;
- (g) Suspend or terminate negotiations at any time, recommence negotiations with the Preferred Proposer after negotiations have been suspended, elect not to commence negotiations with any responding Proposer, engage in negotiations with other than the highest ranked Proposer;
- (h) Modify the procurement process to address applicable law and/or the best interests of the Joint Board, the State and the Commonwealth;
- (i) Waive or permit corrections to data submitted with any response to this RFP until such time as IFA declares in writing that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (j) Permit submittal of addenda and supplements to data and information previously provided in a Proposal pursuant to a request for clarification issued by IFA until such time as IFA declares that a particular stage or phase of its review of the responses to this RFP has been completed and closed;
- (k) Appoint evaluation committees to review Proposals, make recommendations and seek the assistance of outside technical experts and consultants in Proposal evaluation;
- (l) Disclose information contained in a Proposal to the public as described herein;
- (m) Approve or disapprove changes in the Key Personnel;

- (n) Approve or disapprove changes in the Proposer's organization;
- (o) Waive deficiencies, informalities and irregularities in Proposals; accept and review a non-conforming Proposal or seek clarifications or modifications to a Proposal;
- (p) Consider information relating to a Proposer or Proposal based on information outside of the Proposal available to the evaluators, including the evaluators' personal experiences or knowledge;
- (q) Request Proposal Revisions as specified herein;
- (r) Offer a Proposer the opportunity to cure its failure to meet required financial qualifications by providing a guaranty (or guaranties) of the Contract Documents by a third party;
- (s) Not issue a notice to proceed after execution of the Contract Documents;
- (t) Disqualify any Proposer that violates the terms of the RFP;
- (u) Determine a competitive range and conduct discussions with Proposers in the competitive range; and
- (v) Exercise any other right reserved or afforded to IFA and the Joint Board under this RFP and applicable Law.

7.2 IFA and Joint Board Disclaimers

This RFP does not commit IFA or the Joint Board to enter into any contract. Neither IFA nor the Joint Board assume any obligations, responsibilities, or liabilities, fiscal or otherwise, to reimburse all or part of the costs incurred or alleged to have been incurred by parties considering a response to and/or responding to this RFP. All of such costs shall be borne solely by each Proposer and Proposer team.

In no event shall IFA or the Joint Board be bound by, or liable for, any obligations with respect to the Project until such time (if at all) as the Contract Documents, in form and substance satisfactory to the Joint Board, have been authorized and executed by the Joint Board and, then, only to the extent set forth therein; provided, however, that the foregoing disclaimer in this sentence shall not apply to the obligations of the Joint Board to the Proposers during the procurement process, which obligations are expressly set forth in these RFP Documents. In submitting a Proposal in response to this RFP, the Proposer is specifically acknowledging these disclaimers.